

Board of Public Works Meeting

April 25, 2023



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

AGENDA
BOARD OF PUBLIC WORKS
April 25, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, April 25, 2023 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link:

<https://bloomington.zoom.us/j/82563099732?pwd=YW9nTWVObFkvRXU2O0hBYnNZSVBvUT09>

Meeting ID: 825 6309 9732 Passcode: 891405

The City offers virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3411 or email public.works@bloomington.in.gov.

- I. MESSAGES FROM BOARD MEMBERS
- II. PETITIONS AND REMONSTRANCES
- III. CONSENT AGENDA
 1. Approval of Minutes April 11, 2023
 2. Resolution 2023-21; 4th & Rogers Block Party
 3. APWA Accreditation Application and Agreement
 4. 2023 Service Agreement with City Glass
 5. Approval of Payroll
- IV. NEW BUSINESS
 1. Right-of-Way Dedication W. 1st Street
 2. Lane and Sidewalk Closure Request from AEG
 3. Bike Lane and Sidewalk Closure Request from Strauser Construction along 275 N. Eagleson
 4. Lane and Sidewalk Closures Request from Pritchett Brothers along 7th Street and College Ave. (May 08, 2023- May 19, 2023)
 5. Road Closure Request from Landmark Urban Construction on E. 14th Street between Walnut and Dunn Street (May 08, 2023 – July 21, 2023)
 6. Road and Sidewalk Closure Request from Indiana University at Intersection of Law and Fee Lane (May 15, 2023 – June 30, 2023)
 7. Lane and Sidewalk Closure Request from Duke Energy S. Walnut Street (June 12, 2023 – June 16, 2023)
 8. Preliminary Engineering Contract with Crossroad Engineers for Hopewell West - Jackson Street Project
 9. Addendum # 1 to Maintenance and Service Agreement with Evens Time, Inc
 10. Contract with TAPCO for Traffic Signal Inspections
 11. Revised Change Order #1 with Ann-Kriss Contract for Repairs and Upgrades to FS #4
 12. Change Order #2 with Strauser Construction Contract for Lower Level Renovation Project at FS#2
- V. STAFF REPORTS & OTHER BUSINESS
- VI. APPROVAL OF CLAIMS
- VII. ADJOURNMENT

The Board of Public Works meeting was held Tuesday, April 11, 2023 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Elizabeth Karon
Jennifer Lloyd

ROLL CALL

City Staff: Adam Wason - Public Works
Christina Smith -Public Works
Jayme Washel - Bloomington Fire Department
Alex Crowley - Economic & Sustainable Development
Jason Kerr - Engineering
Alex Gray - Engineering
Roy Aten – Engineering
Aleks Pratt – City Legal

None

MESSAGES FROM BOARD MEMBERS

None

PETITIONS& REMONSTRANCES

1. Approval of Minutes; March 28, 2023
2. Resolution 2023-14; Renew Mobile Vendor; Bloomingbowl
3. Resolution 2023-15; Renew Mobile Vendor; Rasta Pops
4. Resolution 2023-16; Renew Mobile Vendor; Bloom Burger
5. Resolution 2023-19; Declaration of Surplus; Street Division
6. Renew Contract with Express Professionals for Scooter Enforcement
7. Samsara Fleet Technologies - Free Hardware Use & Trial Agreement
8. Approval of Payroll

CONSENT AGENDA

Board Comments: Lloyd asked that the Contract with Express Professionals for Scooter Enforcement be removed from Consent Agenda to New Business item #2 for further discussion.

Karon made a motion to approve the Consent Agenda. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Adam Wason, Public Works, asked that New Business item #6; Agreement with Martin Riley for Architectural Services and Feasibility Study for BFD be moved to the first New Business item because Deputy Fire Chief Jayme Washel, had other business to attend.

Board Comments: Cox Deckard agreed.

Jayme Washel, Deputy Fire Chief, presented Agreement with Martin Riley for Architectural Services and Feasibility Study for BFD. See meeting packet for details.

NEW BUSINESS
Agreement with Martin Riley for Architectural Services and Feasibility Study for BFD

Board Comments: Lloyd asked what goals the BFD is trying to achieve and if there are any

initiatives included in the upgrades. Washel answered that they are hoping to achieve adding an extra 3,000 square feet. He mentioned that a good percentage of firefighters are female, so this upgrade will be brought up to 2024 best practices. He also stated that flooding won't be an issue. Cox Deckard asked if the construction funding had been identified. Washel stated that it is a bond that was passed by the City Council. Lloyd stated she is happy with the unisex units being addressed.

Karon made a motion to approve Agreement with Martin Riley for Architectural Services and Feasibility Study for BFD. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Crowley, Economic & Sustainable Development, presented Resolution 2023-20; City of Bloomington Micro-Mobility Renewal Recommendations. See meeting packet for details.

Resolution 2023-20; City of Bloomington Micro-Mobility Renewal Recommendations

Board Comments: Lloyd asked if riders have to be quizzed every time they ride a scooter. Crowley said that it would be a periodic reminder. Lloyd asked if the scooter companies would continue the educational events or if the quizzes would replace them. Crowley said no, the quizzes would be an augmentation to the educational events. Lloyd asked if all three of the vendors had sit-down scooters. Crowley said it was two of the three. Lloyd asked if Bird had sit down scooters. Crowley said he hadn't seen a bird bike per se. Lloyd asked if she understood correctly, that if Bird could not provide a sit down scooter, they would not be able to have a scooter concession. Crowley confirmed. Karon appreciates that any helmets given away are up to code. She commented about the education on not riding stand up scooters on the sidewalks. She asked if the larger size was considered for riders on sidewalks with pedestrians. Crowley stated that it is believed that the riders of sit down scooters would be more prone to ride off the sidewalk. Cox Deckard asked if the City is requiring the scooter companies make helmets available in some way. Crowley confirmed. Cox Deckard asked how the helmets were made available. Crowley answered that there are three helmet issues; how do you get the rider to wear the helmet, continuing the baseline requirement of issuing helmets, and making sure the helmet that is issued is safe. Cox Deckard asked about the recommendation on reducing the speed limits to 10 miles per hour, but the ordinance states it is 15 miles per hour. Crowley stated he would have to review the language. Lloyd asked how many sit down scooters are deployed in the City. Crowley stated about 150. Lloyd further questioned if riders knew how to get a helmet outside of the educational events and stated that if the license requirements are being updated she would like to see the scooter companies informing riders of how helmets can be obtained outside of those annual events. Lloyd asked if the parking corrals would mostly on sidewalks or parking spaces. Crowley answered that it would come down to a block to block basis. Wason stated that one of the things outdoor dining opens up is parking in the summer months, which is when scooter usage is at its highest. Lloyd asked about licensing fees and if they would be prorated for the year. Crowley confirmed. Lloyd asked about what the average ridership is on scooters. Crowley said it would depend on peak periods, but he would have to get the exact data to say for certain. Karon made the request that the Council for accessibility be involved in the conversations with the Council as a whole. Cox Deckard asked if it is the City's opinion about item #6 written in the resolution, that we don't have enough of the existing areas of corrals or bicycle racks. Crowley stated since deployments are city wide, there has to be options for other parts of the City and to create flexibility.

Public Comments: Le Foley, Lyme Midwest Director of Government and Community Relations, spoke of their efforts to share and request feedback for some time. He stated that there is no data backed evidence that seated scooters are safer than stand up scooters. He also stated the night time curfew does not improve safety, but limits the mobility options of third shift workers who are looking for affordable ways to get home. He stated that their input has not been properly incorporated within the recommendations drafted by the city.

He asked that the request be postponed so that their company can continue to provide feedback. Olivia Ortega, Veo Manager of Partnerships and Policy for the Midwest Region, explained what their program looks like in the Bloomington and stated that Veo's goal in Bloomington has always been to have a safe and accessible mode of transportation for residents and visitors. Jim Shelton, spoke as a senior citizen resident whose wife has to use a wheelchair. Said he is very disappointed in the city's and operator's performance on keeping the scooters off the sidewalks and impeding accessibility. Vaughn Roland, Senior Manager of Government Partnerships at Byrd, reiterated his co-worker's comments.

Board Comments: Karon added that Mr. Shelton's comments be strongly considered. Cox Deckard added that with this resolution there will be greater fine enforcement and how to get a better understanding on how to reduce the speed

Karon made a motion to approve Resolution 2023-20; City of Bloomington Micro-Mobility Renewal Recommendations. Lloyd seconded. Cox Deckard took a roll call vote. Karon confirmed, Lloyd passes. Motion is passed 2-1.

Adam Wason, Public Works, presented Renew Contract with Express Professionals for Scooter Enforcement, on behalf of Michelle Wahl, Parking Services Director. See meeting packet for details.

Renew Contract with Express Professionals for Scooter Enforcement

Board Comments: None

Karon made a motion to approve Renew Contract with Express Professionals for Scooter Enforcement. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Jason Kerr, Engineering, Sidewalk Closure Request from Artistic Concrete Design for at 309 E. 6th St. (5 Days). See meeting packet for details.

Sidewalk Closure Request from Artistic Concrete Design for at 309 E. 6th St. (5 Days)

Board Comments: None

Karon made a motion to approve Sidewalk Closure Request from Artistic Concrete Design for at 309 E. 6th St. (5 Days). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Jason Kerr, Engineering, Lane and Sidewalk Closure Request from Gilliatte General Contractors along E. 3rd St. (2 Weeks). See meeting packet for details.

Lane and Sidewalk Closure Request from Gilliatte General Contractors along E. 3rd St. (2 Weeks)

Board Comments: None

Karon made a motion to approve Lane and Sidewalk Closure Request from Gilliatte General Contractors along E. 3rd St. (2 Weeks). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from Crown Castle on E. 17th St. (April 24, 2023 – April 28, 2023). See meeting packet for details.

Lane and Sidewalk Closure Request from Crown Castle on E. 17th St. (April 24, 2023 – April 28, 2023)

Board Comments: Wason asked the contractor if this work can be pushed back until after graduation. Contractor was unable to mute. Wason suggested tentative approval of April dates, while trying to postpone by two weeks. Cox Deckard asked if the primary concern for the April dates was because the project may take longer. Wason stated it is more because it is just a busy week in that area leading up to Little 5. Karon asked how this project related to the closures with AEG. Wason answered that this project is for small cell

towers and separate from the work AEG is doing.

Lloyd made a motion to approve the Lane and Sidewalk Closure Request from Crown Castle on E. 17th St. (April 24, 2023 – April 28, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Gray, Engineering, presented Lane Closure Request from Crown Castle on E. 10th St. (May 08, 2023 – May 11, 2023). See meeting packet for details.

Lane Closure Request from Crown Castle on E. 10th St. (May 08, 2023 – May 11, 2023)

Board Comments: None

Karon made a motion to approve Lane Closure Request from Crown Castle on E. 10th St. (May 08, 2023 – May 11, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

STAFF REPORTS AND OTHER BUSINESS

None

CLAIMS

Karon made a motion to approve claims in the amount of \$1,514,494.55. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

ADJOURNMENT

Cox Deckard called for adjournment at 7:00 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: 4th and Rogers Block Party

Petitioner/Representative: Lauren Kniss – FAR Center for Contemporary Arts

Staff Representative: April Rosenberger

Meeting Date: April 25, 2023

Organizers are requesting the closure of 4th Street, one block East of Rogers and West between Rogers and the alley to the West of Prospect Hill Place beginning at 3:00 p.m. for set up until 12:00 p.m., which will allow for clean up after the 5:00 p.m. – 10:00 p.m. event on Friday, June 02, 2023. The 4th Annual 4th and Rogers block party celebrates the neighborhoods surrounding 4th and Rogers Streets. The block party will include giveaways, live music, family-friendly activities, and various food truck options.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.



SPECIAL EVENT APPLICATION

City of Bloomington
 Department of Economic and Sustainable Development
 401 N. Morton Street, Suite 150
 Bloomington, Indiana 47404
 812-349-3418
 Department of Public Works
 812-349-3411

1. APPLICANT INFORMATION

Contact Name:	Lauren Kniss		
Contact Phone:	812-336-0000	Mobile Phone:	703-915-5626
Title/Position:	Director		
Organization:	FAR Center for Contemporary Arts		
Address:	505 W. 4th Street		
City, State, Zip:	Bloomington In 47404		
Contact E-Mail Address:	lauren@thefar.org		
Organization E-Mail and URL:	info@thefar.org www.thefar.org		
Org Phone No:	812-336-0000	Fax No:	

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

Organization Name:	Rainbow Bakery		
Address:	210 S Rogers Street		
City, State, Zip:	Bloomington IN 47404		
Contact E-Mail Address:	erin@hopscotchcoffee.com		
Phone Number:	812-671-3804	Mobile Phone:	
Organization Name:	I Fell Gallery		
Address:	415 W 4th Street		
City, State, Zip:	Bloomington IN 47404		
E-Mail Address:	*****		
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	



3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday June 2, 2023	
Time of Event:	Date: 6/2/2323 Start: 5 pm	Date: 6/2/23 End: 10 pm
Setup/Teardown time Needed	Date: 6/2/23 Start: 3 pm	Date: 6/2/23 End: 12 pm
Calendar Day of Week:	Friday June 2, 2023	
Description of Event:	4rd Annual 4th and Rogers Block Party to celebrate the neighborhoods surrounding Fourth and Rogers Streets. Includes Gallery Walk art openings at the Pictura Gallery/FAR Center, I Fell, and Rainbow Bakery with participation from neighbor organizations and businesses. Previous year's partners included Limestone Post, Lotus, rock paper scissors, Rhett Skateboarding, Monroe County Democrats, WFHB, Persimmon Inn, Downtown Bloomington Inc, Indiana Recovery Alliance, Satori Martial Arts, and more. These organizations had tables set up with info, giveaways, live music, and family-friendly activities. Various food truck options along with live music is planned.	
Expected Number of Participants:	300	Expected # of vehicles (Use of Parking Spaces to close):

4. IF YOUR EVENT IS A **NEIGHBORHOOD BLOCK PARTY**, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input checked="" type="checkbox"/>	Noise Permit application

N/A

5. IF YOUR EVENT IS A RUN/WALK/PARADE, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

N/A

6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking*

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)



7. CHECKLIST

<input checked="" type="checkbox"/>	Determine type of Event
<input checked="" type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input checked="" type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable) <input checked="" type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input checked="" type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input checked="" type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<input checked="" type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input checked="" type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3411



Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	4th and Rogers Block Party		
Location of Event:	4th Street, on either side of Rogers Street		
Date of Event:	June 2, 2023	Time of Event:	Start: 5pm
Calendar Day of Week:	Friday		End: 9pm
Description of Event:	4th Annual 4th and Rogers Block Party to celebrate the neighborhoods surrounding Fourth and Rogers Streets. Includes Gallery Walk art openings at Pictura/FAR, I Fell, and Rainbow Bakery with participation from neighbor organizations. Previous year's partners included Limestone Post, Lotus, rock paper scissors, Rhett Skateboarding, Monroe County Democrats, WFHB, Indiana Recovery Alliance, Satori Martial Arts, and more. These organizations had tables set up with info, giveaways, live music, and family-friendly activities. Various food truck options along with live music is planned.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Lauren Kniss		
Organization:	FAR Center for Contemporary Arts	Title:	Director
Physical Address:	505 W 4th Street Bloomington IN 47404		
Email Address:	lauren@thefa.org	Phone Number:	81-336-0000
Signature:	<i>Lauren Kniss</i>	Date:	3/21/2023

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice-President
_____	_____
Date	Jenifer Lloyd, Secretary

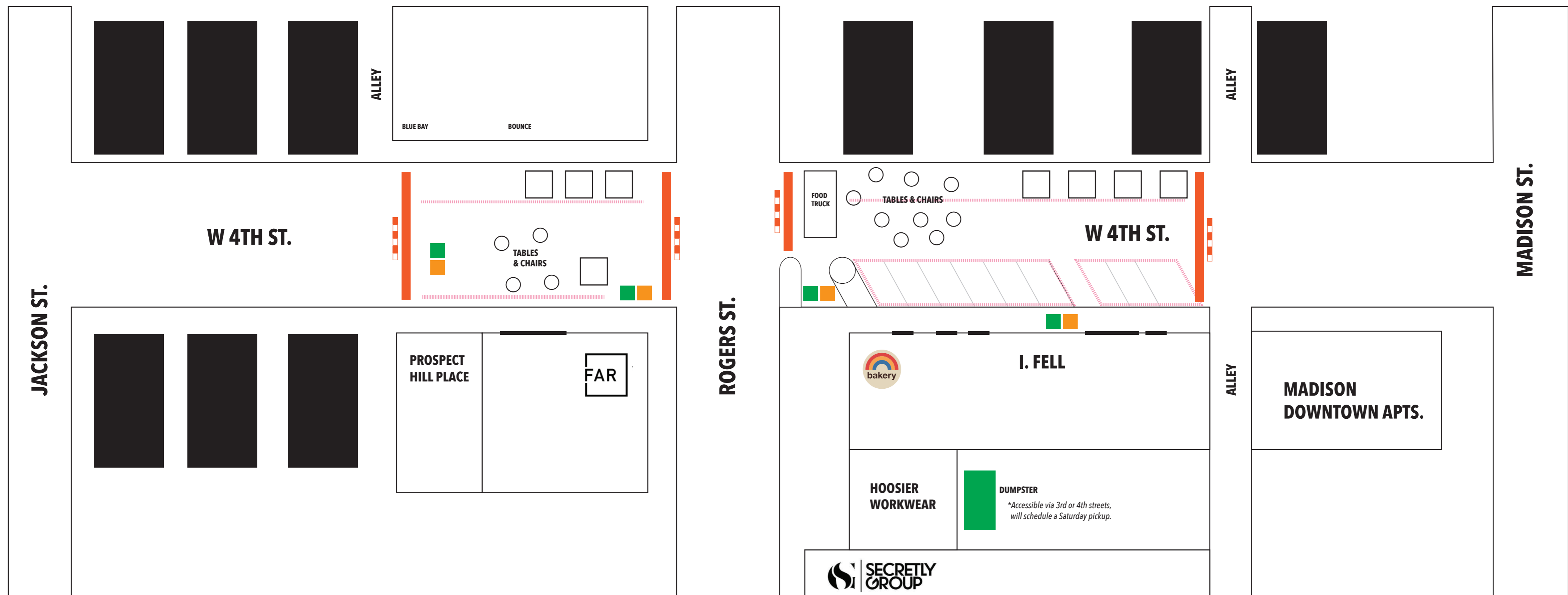
June 2023 4th and Rogers Block Party

Event Map
Waste and Recycling Plan / Maintenance of Traffic Plan

 = TRASH AND RECYCLING CONTAINERS

 = TYPE 3 BARRICADES W/
WATER-FILLED BARRIERS
SUPPLIED BY CITY OF BLOOMINGTON

 = NO PARKING ZONES



Waste and Recycling Management Plan

Event name: 4th and Rogers Block Party 2023

Number of expected attendees: 300-400

Number of food vendors: 6+

Number of other vendors: 12+

Designated waste and recycling manager: McKenzi Gatlin

Event map: Map Attached

Type of waste

Mixed paper, cans, glass, plastics

Trash and Food Waste

Collection plan

5 bins provided by DBI

5 bins provided by Block Party Organizers

Collection and hauling system: Ava's Waste Removal will deliver a temporary dumpster, placed behind I Fell Gallery. Clearly marked Trash and Recycling Bins will be placed in pairs along 4th street. All Trash and Recycling Bins will be checked regularly throughout the duration of the Block Party by the Waste and Recycling Manager. Bags will be removed and replaced, and contents moved to the collection area behind I Fell for sorting and emptied into the dumpster or shared recycling bins

Vendor and volunteer education and training: The Waste and Recycling Manager will coordinate with the Block Party organizers to educate a set of volunteers with instructions on guiding participants to the appropriate bins, emptying bins, and maintaining the collection area behind I Fell Gallery.

Materials and supplies: 5 Bins for Recycling, and 5 Bins for Trash Collection, 1 dumpster for trash collection and a collection of shared recycling containers from Block Party Organizers. Clear signage on all bins, along with maps marking locations of bins posted throughout the Block Party.

Designation of duties: Waste and Recycling Manager McKenzi Gatlin will coordinate with representatives from the Block Party Organizers, including Lauren Kniss at FAR Center for Contemporary Arts, Erin Tobey from Rainbow Bakery and Emily Wilson Gillespie from I Fell Gallery, along with a group of volunteers.



BEER / WINE AUTHORITY / TYPE 118

State Form 35494 (R9 / 9-19)

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INSTRUCTIONS:

1. Applicant must complete all requested information.
2. Please type or print clearly.
3. Submit application and payment to the local excise district office.
4. All events are \$50.00 per day (905 IAC 1-11.1-1). Business checks and money orders made payable to the Indiana Alcohol and Tobacco Commission are accepted.
5. Serving past midnight, no later than 3 AM, is one (1) day.
6. No rain checks on any of the listed events.

Deliver or mail completed application and payment to:

DISTRICT 1
 52422 County Road 17
 Bristol, IN 46507
 Telephone: (574) 264-9480

DISTRICT 4
 651 S. Frontage Road
 Seymour, IN 47274
 Telephone: (812) 523-8314

DISTRICT 2
 1353 South Governors Drive
 Columbia City, IN 46725
 Telephone: (260) 244-4285

DISTRICT 5
 3650 South US Hwy 41
 Vincennes, IN 47591
 Telephone: (812) 882-1292

DISTRICT 3
 41 West 300 North
 Crawfordsville, IN 47933
 Telephone: (765) 362-8815

DISTRICT 6
 8400 East 30th Street
 Indianapolis, IN 46219
 Telephone: (317) 541-4100

Visit <https://www.in.gov/atc/sep/2379.htm> for additional information about the districts.

STEP 1. GENERAL INFORMATION

Name of applicant applying for permit (organization, club, corporation, individual) Pictura Gallery		TM Permit number (issued by ATC) TM0098881
Address of applicant (number and street, city, state, and ZIP code) 202 S Rogers Street Bloomington IN 47404		E-mail address lauren@thefar.org
Name of person making application Lauren Kniss	Fax number ()	Emergency contact telephone number (703) 915-5626
Printed name of contact person of event Lauren Kniss		Emergency contact telephone number ()

STEP 2. EVENT INFORMATION

Beginning day Friday June 2	Beginning date (month, day, year) 6/2/2023	Ending day Friday June 2	Ending date (month, day, year) 6/2/2023
Time of event Start time 5:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM		End time 8:00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Type or description of event Gallery Opening Reception			
Exact address of event (number and street, city, state, and ZIP code) 202 S. Rogers Street Bloomington IN 47404			

STEP 3. FLOOR PLAN (See Step 4, Number 2.)

Please see attached floorplan

STEP 4. ACKNOWLEDGMENT

In order to qualify for this authority to serve beer and wine, the following guidelines must be met:

1. There must be a well defined premises, i.e. building, tent, enclosure, or fenced-in or designated area.
2. You must have a defined floor plan or diagram. This is to be drawn on Page 1, Step 3 of this application. If minors are to be present, you must have a defined separation between the bar area and family area. *(Must be on floor plan.)*
3. There shall be **NO** carry-out privileges, **NO** carry-in privileges and **NO** spirituous beverages allowed.
4. Each applicant must designate an individual to be responsible for the event and such person shall sign the authority.
5. **ANY** and **ALL** persons dispensing or accepting payment for alcoholic beverages **MUST POSSESS** a valid ATC employee permit.
6. The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities.
7. If the event is held in a town park, you must have approval from the town board.
8. Legal Hours of dispensing alcoholic beverages: (Prevailing time)
 Monday through Saturday -- 7 AM to 3 AM the following day
 Sunday -- 7 AM to 3 AM the following day
9. Applicant must file with the district office at which the event will be held at least five (5) days prior to the event.
10. The authority must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke the authority during the event.

STEP 5. COMMUNITY CLEARANCE

1. Signature of Sheriff of county, or Chief of Police, or Town Marshall of jurisdiction where the event will be held Date signed (month, day, year)
2. Signature of the mayor (if the event is held in Fort Wayne) Date signed (month, day, year)

Note:

Please post your approved request in a conspicuous place where the alcoholic beverages are being dispensed at the location. If for any reason this request is denied, you may be notified either in person or by telephone.

I swear or affirm under penalties of perjury that the information is true and accurate.

Signature of permittee / agent (Your signature acknowledges that you have read and will abide by the rules and guidelines.) Date signed (month, day, year)

Jan [Signature] 12/12/22

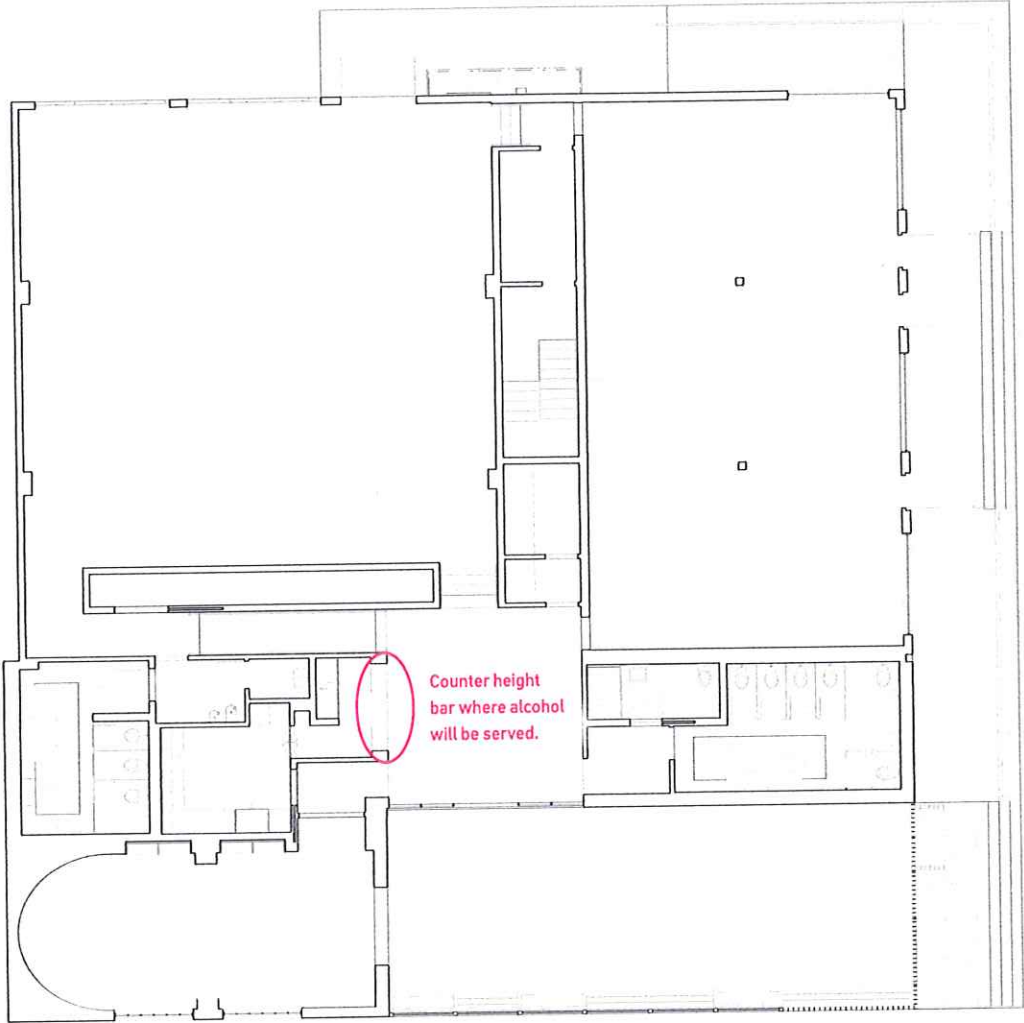
FOR DISTRICT USE ONLY

District number 4	Date Issued (month, day, year) 1/23/23
Reviewed by Excise Police District Representative Jessie Marks	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied

Alcohol Permit Packet

FAR Weddings & Events

4TH STREET



ROGERS STREET



505 W 4th St. Bloomington, IN 47404
events.thefar.org | 812.336.0006



CITY OF BLOOMINGTON

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the 2023 4th and Rogers Block Party.

The Board of Public Works meeting to hear this request will be Tuesday April 25, 2023. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for will be on file and may be examined in the Public Works office on the Friday prior to the Tuesday April 25, 2023, meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone, you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: FAR Center for Contemporary Arts
DATE: March 23, 2023

NOTIFICATION OF STREET CLOSURE

Friday, June 2, 2023 | 3pm to dark | 400 & 500 blocks of West Fourth Street

CONTACT: Lauren Kniss (FAR Center for Contemporary Arts): lauren@thefar.org

Hello neighbor!

On the afternoon of Friday, June 2, 2023, we are closing parts of West Fourth Street for a neighborhood block party and we hope you will attend! We are celebrating First Friday gallery events at the FAR Center for Contemporary Arts, I Fell, and Rainbow Bakery. There will be food, and drink, music, activities for kids, and more. West Fourth Street will be closed for one half block on either side of Rogers Street, ending at the alley next to Prospect Hill Place to the west and the alley next to Madison Downtown Apartments to the east (Rogers will remain open).

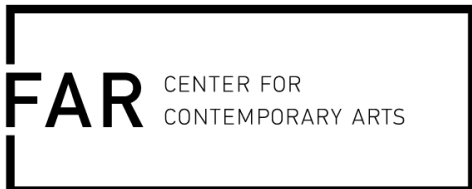
That means that all of the parking on these blocks, as well as drive-up access, will be restricted during the timeframe above. Please get in touch if we can help mitigate any inconvenience this might cause you.

We hope you will join us, and thanks in advance for your flexibility. If you are interested in participating in the organization of this or similar future events, please get in touch!

Lauren Kniss | FAR Center for Contemporary Arts / Pictura Gallery

Cynthia Brubaker | I Fell LLC

Erin Tobey | Rainbow Bakery



I FELL BLOOMINGTON



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Insurance Services The May Agency 1327 North Walnut Street PO Box 1669 Bloomington IN 47402	CONTACT NAME: Allison England PHONE (A/C No. Ext): 812-353-6494 E-MAIL ADDRESS: aengland@mayagency.com		FAX (A/C, No): 8112-332-3646
	INSURER(S) AFFORDING COVERAGE		
INSURED FAR LLC 205 N College Ave Ste 510 Bloomington IN 47404	FARLLC0-01		INSURER A : Auto-Owners Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
			NAIC # 18988

COVERAGES

CERTIFICATE NUMBER: 372924150

REVISION NUMBER:

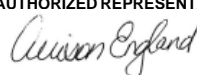
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5180963800	6/7/2022	6/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Bloomington is listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

The City of Bloomington 501 N Morton Street Bloomington IN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**BOARD OF PUBLIC WORKS
RESOLUTION 2023-21**

4th AND ROGERS BLOCK PARTY

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets; and

WHEREAS, the FAR Center for Contemporary Arts is organizing the 4th and Rogers Block Party, on Friday, June 2, 2023, to take place on 4th Street; and

WHEREAS, the FAR Center for Contemporary Arts has requested that the Board of Public Works allow them to close 4th Street east of Rogers Street between Rogers and Madison, and 4th Street west of Rogers between Rogers and the alley to the west of Prospect Hill Place to vehicular traffic during the Block Party; and

WHEREAS, FAR Center for Contemporary Arts has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that FAR Center for Contemporary Arts may close W. 4th Street east of Rogers Street between Rogers and Madison, and 4th Street west of Rogers between Rogers and the alley to the west of Prospect Hill Place keeping Rogers open to traffic from 3:00 p.m. to 12:00 p.m. on Friday, June 2, 2023 for the purpose of staging a block party for the general public.
3. FAR Center for Contemporary Arts shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. FAR Center for Contemporary Arts shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. FAR Center for Contemporary Arts shall obtain, and place FAR Center for Contemporary Arts own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. FAR Center for Contemporary Arts agrees not closure shall occur before 3:00 p.m. and to remove barricades by 12:00 p.m. on Friday, June 2, 2023.
6. The City of Bloomington will provide and set up jersey style water filled barricades not

before 3:00 p.m. on June 2, 2023. Jersey style water filled barricades will be removed as part of clean-up.

7. FAR Center for Contemporary Arts will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 3:00 p.m. and 10:00 p.m. on Friday, June 2, 2023.
9. FAR Center for Contemporary Arts shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. FAR Center for Contemporary Arts shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, FAR Center for Contemporary Arts, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 25TH DAY OF APRIL 2023.

BOARD OF PUBLIC WORKS:

FAR CENTER FOR CONTEMPORARY ARTS:

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name, Title

Jennifer Lloyd, Secretary

Date



Board of Public Works Staff Report

Project/Event: APWA Accreditation Application and Agreement

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: April 25, 2023

The American Public Works Association's (APWA) Accreditation Program provides a means of formally verifying and recognizing public works agencies for compliance with recommended best practices set forth in *the Public Works Management Practices Manual*. The Department of Public Works' is committed to pursuing full accreditation status. The program is comprised of five (5) phases:

1. **Self-Assessment Phase (Completed)**
 - Internal evaluation of the Department's current practices using the manual.
 - 23 out of 40 chapters are applicable the Department.
 - As a result of this evaluation, the Department is 71% in compliance with the best practices established by the accreditation program
2. **Application Phase (Current Phase)**
 - Once the decision has been made to commit to the accreditation program, the agency begins the process of submitting an application and agreement along with the associated fee.
 - The total fee is comprised of a base fee (population) plus a functional fee (# of applicable chapters); for Bloomington this equates to \$12,850.00.
3. **Improvement Phase (May of 2023 to May of 2025)**
 - The agency will work to bring all written practices (policies, procedures, standard operation procedures) to an acceptable level of compliance with the recommended practices.
 - APWA encourages each agency to pursue a peer-review process by an evaluator and make any recommended revisions to achieve accreditation.
4. **Evaluation Phase (September to December of 2025)**
 - Once the agency determines that the improvement phase has been completed, the agency requests a site visit by an AWPWA accreditation evaluation team.
5. **Accreditation (January of 2026)**
 - The Accreditation Council will review the site visit results, recommendation from the team and make the final decision on the type of accreditation the agency receives.
 - Accreditation is granted for a four year period at which time the agency must apply for re-accreditation.

City of Bloomington Contract and Purchase Justification Form

Vendor: American Public Works Assoc.

Contract Amount: \$12,850.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

The American Public Works Association (APWA) is a sole-source provider for their Agency Accreditation Program. In order to pursue a full accreditation status, an application, agreement, and associated fees are required by APWA.

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR
VOLUNTARY ACCREDITATION
Public Works Management Practices Manual - Tenth Edition



Identify if your agency is applying for Initial Accreditation or Re-Accreditation

Parent Organization:

Agency Name(s)*:

*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address:

City: _____ State/Province: _____ Zip: _____

Mailing Address: _____
(if different from street address)

City: _____ State/Province: _____ Zip: _____

• Public Works Agency's Chief Executive:

Title:

Phone: _____ Cell: _____ E-Mail: _____
APWA Member? Yes, I.D. Number _____ No _____

• Public Works Agency's Accreditation Manager:

Title:

Phone: _____ Cell: _____ E-Mail: _____
APWA Member? Yes, I.D. Number _____ No _____

Did you or someone from your office attend a workshop? Yes No

The agency must address all recommended practices in the Functional Areas for which they have responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual*.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate eligibility.

In addition, the agency, by execution of this application, agree to follow the processes as defined in the Accreditation Process Guide, including the biennial report.

Executed this _____ day of _____, _____.

By: _____, Title: _____

(typed or printed name)

Email application packet to accreditation@apwa.net or forward **2 copies** of signed accreditation agreement, application, and statement of support from chief administrative officer and payment to: APWA Accreditation Program, 1200 Main Street, Suite 1400, Kansas City, MO 64105.

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Fees for accreditation are as follows: A Base Fee and Functional Area fee. The base fee is determined by the population served by the agency. The Functional Area fee is determined by the duties the agency has responsibility for. All applicants are responsible for Functional Areas (i.e. Chapters) 1 through 10 in the *Public Works Management Practices Manual* while the remainder must be indicated using the table below. A Functional Area is applicable if the agency administers, manages, or provides services - either directly or through a contractor or outside vendor. The agency must indicate a chapter as YES (Applicable) if they take the lead responsibility of 50% or more of the practices. If the agency is responsible for fewer than 50% of the practices, the chapter may be marked as NO (Not Applicable) with an explanation why (add additional pages if necessary).

Additional fees may include on-site assessment costs, instructional and reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Base Fee by Agency Population (Utilize Most Recent Census Data)		
Select Appropriate Box	POPULATION	Amount
	Under 10,000	
	10,001 to 25,000	
	25,001 to 50,000	
	50,001 to 100,000	
	100,001 to 250,000	
	250,001 to 500,000	
	500,001 to 1,000,000	
	More than 1,000,000	

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY OR COMMENTS
Chapter 1-10	X		Required for all agencies
Infrastructure Planning (11)			
Building Code Enforcement (12)			
Engineering Management (13)			
Bid Process (14)			
Construction Management (15)			
Right-of-Way Management (16)			
Utility Coordination (17)			
Facilities Management (18)			
Equipment and Fleet Management (19)			
Parks, Grounds, and Forestry (20)			
Solid Waste Management (21)			
Solid Waste Collection (22)			
Solid Waste Recycling and Reuse (23)			
Solid Waste Disposal (24)			
Street Maintenance (25)			
Street Cleaning (26)			
Snow and Ice Control (27)			
Stormwater and Flood Management (28)			
Vector Control (29)			
Potable Water Distribution System (30)			
Water Treatment (31)			
Wastewater Collection and Conveyance (32)			
Wastewater Treatment and Disposal (33)			
Traffic Operations (34)			
Parking (35)			
Cemeteries (36)			
Airports (37)			
Transit Operations (38)			
Bridges (39)			
Beach Management (40)			
TOTALS (number of YES and NO, Chapters 11-40)			Add add'l pages if req'd to provide explanation of non-applicability

Functional Area Fee	
Functional Areas (chapters 11 through 40) Each	

Total Fee = Base Fee + Functional Area Fee =



APWA Accreditation – Model Practice(s) Release Form

During your Accreditation or Re-Accreditation site visit, Model Practices may be selected with the intent to share with outside agencies as they work through the self-assessment process. The selected model practices will be made available on APWA’s website with members-only access.

By completing the signature block below, you are giving APWA permission to post your Model Practices and all supporting documents to APWA’s website in a members-only area. If you generally wish to participate but wish to exclude specific, individual practices you may list them in the box below or provide a written list at any time.

I have read and understand the terms outlined above and give permission to APWA to post the agency's Model Practices and supporting documentation to t APWA's website. (box must be checked)

Agency Name(s):

Authorized Signer(s):

Date: day of

Specifically Excluded Practices:

Please return this signed and dated form with your application and agreement.

ACCREDITATION AGREEMENT

This Agreement is entered into between (“the Agency”) with principal offices located at _____ and the American Public Works Association (“APWA”), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located at 1200 Main Street, Suite 1400, Kansas City, Missouri 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Accreditation Council (“the Council”) to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual* (the “Manual”).

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in _____ functional areas, more fully described on the Agency’s Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that APWA assess the Agency’s practices for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. **AGENCY RESPONSIBILITIES:** The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by APWA except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify APWA that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, including, without limitation, the practices set forth in the Manual (“Recommended Practices”), and provide full and accurate results thereof to APWA using software developed and approved by APWA;

1.3 Provide one or more persons to assist APWA’s representatives (“Evaluators”) in making the necessary inquiries and assessments of Agency information relative to compliance with the Recommended Practices; provide access to files and records and necessary facilities requested by the Evaluators during their inquiries; and

1.4 Respond to all communications from APWA promptly, but in no event later than ten (10) business days from the receipt thereof.

2. **APWA RESPONSIBILITIES:** APWA shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process;

2.2 Provide Evaluators for the purpose of conducting an evaluation of the Agency's responses to the practices contained in the Manual;

2.3 Promptly analyze compliance data and advise the Agency of the results of the evaluation and the need for additional information, if any;

2.4 If the Agency is accredited, (a) provide an award, and (b) make available indicia of accreditation;

2.5 If the Agency is not accredited following an evaluation of its policies and practices, provide the Agency with reasons for the decision; and

2.6 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty (60) days of notice by APWA of the reasons for the decision not to accredit the Agency), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties (the "Effective Date").

3.2 This Agreement shall terminate:

- (a) Upon execution of a Re-Accreditation Agreement between the Agency and APWA;
- (b) Either (i) thirty-six (36) months following the Effective Date of this Agreement or (ii) the expiration of any extension to the thirty-six (36) month period granted pursuant to Section 5.3 hereof, unless a successful evaluation is completed prior to such date;
- (c) Upon written notice by the Agency that it withdraws from the accreditation process;
- (d) Upon termination pursuant to Section 5.2 hereof; or
- (e) Upon expiration or revocation of the Agency's accredited status.

3.3 Any accreditation granted to the Agency shall have a term of four (4) years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the re-accreditation evaluation before the expiration of such four (4) year term, the accreditation shall lapse at the expiration of the four (4) year term and the Agency shall not thereafter hold itself out as being accredited by APWA. The evaluation may occur up to six (6) months prior to or following the accreditation expiration date without penalty upon agreement of both parties. The expiration date of the accreditation shall remain the same regardless of when the evaluation is conducted.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable. The Agency agrees to one of the following options by completing either subsection (a) or (b) below:

(a) Lump Sum Option

The Agency will remit to APWA a single payment in the lump-sum amount for processing of the accreditation of _____, upon the execution of this Agreement by the Agency.

The total amount of _____ is herein remitted to APWA (payable by check to the order of American Public Works Association) via Check No. _____, or Purchase Order No. _____.

(b) Installment Option

The Agency will remit to APWA a total payment of _____ for processing of the accreditation. The first installment of _____ (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of _____ (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the evaluation, whichever occurs first.

The first installment of _____ is herein remitted to APWA (payable by check to the order of American Public Works Association) via check number _____ or Purchase Order No. _____.

5.2 APWA will invoice the Agency for travel costs for the evaluation, including lodging, meals and transportation in accordance with the Staff Travel Reimbursement Policy and Volunteer Travel Reimbursement Policy. An itemized invoice will be delivered to the Agency within sixty (60) days of completion of the evaluation. APWA reserves the right to terminate this Agreement if such payment is delinquent by more than sixty (60) days, and APWA shall not be obligated to refund any fees previously paid.

5.3 The Agency may request and extension of the evaluation by submitting the applicable form and paying a fee as follows:

- a) For initial applicants, if the Agency requires more than thirty-six (36) months to complete a successful evaluation, the Agency may request a twelve (12) month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. The Agency may continue to request an additional extension every twelve (12) months thereafter, and agrees to pay the additional twenty-five percent (25%) extension fee, until a successful evaluation has been achieved or this Agreement has been terminated in accordance with Section 3.2 hereof. If approved for an extension, the Agency must move to the current or most immediate previous edition of the Manual if such is not already in use. No additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the thirty-six (36) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency).
- b) For currently accredited agencies, if the Agency requires more than six (6) months beyond their accreditation expiration date to complete a successful evaluation the Agency may request a twelve (12) month extension to this agreement. If the extension is granted, the Agency agrees to pay a non-refundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. No such additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the twelve (12) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency). If approved for a twelve (12) month extension the expiration date of the accreditation shall be extended twelve (12) months from original accreditation expiration date. Only one twelve (12) month extension may be requested.

5.4 If the Agency's initial evaluation is not successful (i.e., work after the evaluation is required to achieve minimum compliance for accreditation), and the volume of review necessary for completion would require an additional evaluation(s), the Agency shall reimburse APWA for costs for the subsequent evaluation per the terms of Section 5.2. Additional evaluation(s) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 APWA shall receive and hold confidential any and all nonpublic: (i) reports, files, records and other data obtained from the Agency pursuant to this Agreement and (ii) materials developed by APWA in the furtherance of its responsibilities under this Agreement ("Confidential Information"). APWA shall use reasonable commercial efforts substantially similar to the efforts APWA uses to protect its own confidential information to prevent the disclosure, distribution, or release of the Confidential Information to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal. Notwithstanding anything in this Agreement to the contrary including the above, APWA is specifically authorized, but not required, in the exercise of its sole discretion, to conduct a meeting open to the public regarding the Agency's candidacy for accreditation or its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in

which case such meeting shall be closed to the public. Nothing herein shall be construed to require APWA to conduct all or part of its meeting in public, including but not limited to the right of APWA, in the exercise of its sole discretion, to terminate a meeting open to the public at any time and conclude such meeting in a session closed to the public.

6.2 In response to inquiries concerning the accreditation status of the Agency, APWA's reply shall be limited to identifying the Agency's then current status. All other requests for information will be directed to the Agency.

7. NEWS RELEASES: Notwithstanding any provision of this Agreement to the contrary,

7.1 APWA shall have the right to identify the Agency in news releases and its publicity program after the Agency's evaluation has been scheduled, to identify the Agency as seeking accreditation.

8. APWA AS AN INDEPENDENT CONTRACTOR: For all purposes under this Agreement, the parties are independent contractors as to one another and neither shall be deemed to be an employee, agent, franchise, partner, or legal representative of the other. Except as specifically set forth herein, neither party shall have any authority to create or assure any obligation on behalf of the other. Each party shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. INTEGRATION: This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relating to the subject matter hereof.

10. SEVERABILITY: If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. CHOICE OF LAW; JURISDICTION AND VENUE: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State where the principal office of the Agency is located. Any arbitration or action to interpret or enforce any right or obligation hereunder shall be brought in the state or federal courts sitting in the jurisdiction encompassing Agency's principal office and the parties irrevocably consent hereby to jurisdiction and venue in any such court.

12. WARRANTY NOT INTENDED OR IMPLIED: It is understood that the award of accreditation represents that only that APWA and/or the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing the Recommended Practices, but neither APWA nor the Council is making any representations that such policies or practices are adequate or appropriate for the Agency. The Agency is solely

responsible for determining whether its policies and practices are adequate and appropriate and the award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services. The Agency shall not make any oral or written disclosure, comment or announcement which conflicts with the provisions of this Section 12. Any oral or written statement by Agency regarding its accreditation status shall comply with any requirements made known to Agency from time to time.

13. WAIVER: Any waiver by APWA of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE: Any notice between the parties shall be in writing, postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS: The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

16. ESTABLISHMENT OF RECOMMENDED PRACTICES: The Agency and APWA agree that the Manual shall be the basis for the self-assessment conducted by the Agency and the evaluation conducted by APWA. The Agency's self-assessment, and APWA's subsequent evaluation, shall both be based upon the edition of the Manual selected per the requirements of the Accreditation Process Guide.

17. ASSIGNMENT: The Agency shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of APWA.

18. DISPUTE RESOLUTION: Any dispute or claim arising out of or related to this Agreement, or the interpretation, making, performance, breach, validity, or termination thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of American Arbitration Association ("Rules"), with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitrator shall be selected according to the Rules. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs, expenses and fees, including, without limitation, administrative fees, arbitrator fees, travel expenses, out-of-pocket expenses (including, without limitation, such expenses as copying, telephone, facsimile, postage, and courier fees), witness fees, and reasonable and actual attorneys' fees. The arbitration shall be conducted in the venue identified in Section 11 above.

[Remainder of Page Intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this _____ day of _____ ,

By: _____

(Typed name)

(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, APWA has caused this Agreement to be executed by the Director of Education and Credentialing for the American Public Works Association, acting on its behalf on this _____ day of _____ ,

By: _____

Becky Stein, CAE
Director of Education and Credentialing



ACCREDITATION PROGRAM GUIDELINES

The purpose of accreditation is to promote excellence in the operation and management of a public works agency, its programs, and employees. Accreditation is designed to assist the agency in continuous improvement of operations and management, and in providing a valid and objective evaluation of agency programs as a service to the public and the profession.

Accreditation Council

The Accreditation Council determines the policies and criteria for accreditation, grants agency accreditation, and approves revisions to the *Public Works Management Practices Manual*.

The council is comprised of public works professionals and members of allied professions such as city/county management, government finance, law, public administration, human resource management, planning, and others involved in administration of local, regional, state, provincial and federal government agencies.

The number of members of allied professions may not exceed the number of public works professionals. Members of the council may not serve as accreditation or re-accreditation site evaluators during their term on the Council.

Should a member of the council be in a possible conflict of interest with respect to any public works agency scheduled for review by the council at any particular meeting, the member must recuse him or herself and not participate in any discussion or vote. Furthermore, the council may in its judgment determine that a member is in possible conflict of interest and ask that member to withdraw from discussion of and decision on a particular public works agency. All members of the council shall sign a Confidentiality and Conflict of Interest Agreement prior to service.

Accreditation Process

The accreditation process includes five major phases:

1. Self-Assessment
2. Application
3. Improvement
4. Evaluation
5. Accreditation

1. *Self-Assessment Phase*

The first step toward accreditation is the completion of a self-assessment process using the *Public Works Management Practices Manual*. Self-assessment is an internal review of an agency's practices combined with a comparison of the recommended practices contained in the manual. At the completion of the self-assessment, the agency will have a broad knowledge of its strengths and areas where improvement is needed to bring the agency into compliance with the recommended practices. To become accredited, the results of the self-assessment must be thoroughly documented using the APWA Self-Assessment Tracking Software. This documentation establishes the basis for setting goals and evaluating the agency's effectiveness in attaining compliance with the recommended practices. The self-assessment is required before requesting a site evaluation, and is the core element in the accreditation process.

2. *Application Phase*

Once the decision has been made to commit to the accreditation program, the agency begins the process of submitting a formal application with the applicable application fee. APWA will review the *Application for*



Voluntary Accreditation and, if acceptable, enter into an accreditation agreement with the agency.

3. Improvement Phase

Once the agency has completed the self-assessment and identified areas needing improvement, the agency will work to bring all practices into an acceptable level of compliance with the recommended practices. Refinement and improvement to policies, practices, and procedures are encouraged even if the agency's practices might be considered in compliance with recommended practices. Those seeking accreditation are encouraged to pursue a peer-review by an evaluator or currently accredited agency. Continuous improvement is the ultimate goal of the self-assessment process; therefore, the improvement phase is extremely important. Agencies are encouraged to make continuous improvements to processes and procedures regardless of their status in the accreditation process.

4. Evaluation Phase

Once an agency determines they have adequately completed the improvement phase, they are ready to request a site visit. The site visit will consist of a review and evaluation of the agency to determine the level of compliance with all applicable practices. Following the onsite evaluation, a final report will be developed and shared with the agency.

5. Accreditation Phase

The Accreditation Council will review the site visit results and recommendation from the team. The Council may then grant full or provisional accreditation or may modify the recommendation of the evaluation team. Accreditation is granted for a set period, four (4) years, at which time the agency must apply for re-accreditation or the accreditation shall expire. Biennial written updates are required to demonstrate continuing compliance and progress with self-imposed goals for improvement. The effective date for first-time accreditation is the date the Accreditation Council grants the designation. Subsequent accreditations will keep the most recent effective date regardless of the date of the evaluation.

Accreditation Participation

Participation in the Accreditation Program is voluntary and self-motivated, with the goal to objectively evaluate, verify and recognize compliance with nationally recognized "recommended" practices developed by members of APWA. The objectives of the accreditation program are to:

- create impetus for organizational self-improvement and stimulate a general raising of standards;
- offer a voluntary evaluation and education program rather than government regulated activity;
- recognize good performance and provide motivation to maintain and improve performance;
- improve public works performance and the provision of services;
- increase professionalism; and
- instill pride among agency staff, elected officials and local community.

Accreditation Eligibility

Any government agency with responsibility for public works functions is eligible for accreditation. Divisions and/or departments of a public works agency that operate as a semi-autonomous unit may also be eligible for accreditation. Accreditation is awarded to the agency, department or division within the agency that provides the public works service.

Membership must be maintained throughout the accreditation term by at least two individuals from the agency.



Application Requirements

The complete application for accreditation consists of a letter of intent, a completed application, and a signed agreement. The application letter from an agency **must be signed by the chief elected or appointed official of the agency**. The accreditation application form may be signed by the chief public works officer(s) responsible for the department being accredited.

When applying for accreditation, the agency declares which practices apply and which are not applicable based on the most current *Public Works Management Practices Manual*. Agencies are required to identify each functional area (represented by a chapter in the manual) where the agency has any responsibility. Each agency is required to comply with the recommended management practices specifically applicable to the functional areas. Each agency must consider its mission, legally mandated responsibilities, and the demands of community in determining which practices are applicable and how to comply with them.

Waivers for specific practices may be requested for agencies that cannot comply due to legislation, labor agreement, court orders, case law, or other legitimate reasons. Prior to the site visit, the agency must submit the request for the waivers in writing, citing the extenuating circumstances that preclude the agency from complying with the recommended practice. Simply not having funding or staff resources will not be considered a valid reason for non-compliance.

Extensions

In the event an agency is unable to schedule their evaluation within the contracted time period, the agency may apply for an extension.

Accreditation:

- Agencies may apply for a one-year extension. The Accreditation Council will be responsible for reviewing and approving one-year extension requests. Those agencies approved for the one-year extension will be required to pay a 25% extension fee and must be evaluated on the current or previous edition of the manual. There is no limit to the number of extensions that may be requested; however, the Accreditation Council has the authority to approve or decline all extension requests.

Re-accreditation:

- Agencies may apply for a six-month extension with no penalty. APWA Accreditation Managers will be responsible for reviewing and approving six-month extension requests. If an extension is granted, the date of accreditation will remain unchanged.
- Agencies may apply for a one-year extension beyond the six-month extension. The Accreditation Council will be responsible for reviewing and approving one-year extension requests. Those agencies approved for the one-year extension will be required to pay a 25% extension fee and their date of accreditation will be extended by one year. No further extensions will be allowed beyond the six-month and one-year extensions.

Practices and Compliance

Practice statements contained in the *Public Works Management Practices Manual* do not represent standards since they do not dictate how a function or activity must be accomplished. Nor do they represent quotas or unit productivity. The recommended practices provide a series of statements and commentary designed to help an agency conduct self-assessment of each aspect of its performance and determine how the practice ensures effective delivery of public works services.



The agency must determine whether it complies with the recommended practices. The level of compliance must be classified as one of the following:

- Full Compliance (FC) – Fully complies with the practice, without exception.
- Substantial Compliance (SC) – Indicates the agency consistently meets all major provisions of the practice. However, it may be lacking in one area or the practice may not have been implemented so that success is unable to be demonstrated at the review.
- Partial Compliance (PC) – Indicates the agency meets some of the provisions of the practice. Additional work needs to be completed to achieve accreditation.
- Non-Compliance (NC) – Indicates the agency fails to meet any of the provisions of the practice.
- Non-Applicable (NA) – The practice does not apply to the agency.
- Waived (WV) – The practice has been waived. Requires written approval before the site visit.

Waiver requests must be made in writing, citing the reason for requesting the waiver. Proof of compliance must be demonstrated by review of written records, interviews, and field observations during the onsite evaluation by the accreditation team. To be accredited, the agency must be able to demonstrate it is in full or substantial compliance.

Mid-Term Report

Agencies awarded accreditation must submit a mid-term report, due two years from the anniversary date of accreditation. The submittal of the report has three purposes.

1. Verification of the status of each organization as to any changes that may have occurred in the last two years and to ascertain the agency's interest in the program.
2. Promotion of organizational development by promoting the concept of continuous improvement regarding its management practices.
3. Assistance to organizations in its efforts for re-accreditation, utilizing the latest edition of the *Public Works Management Practices Manual*.

The report must include an overview of changes in the parent agency that might affect management or operation of the agency. It should be submitted to APWA at accreditation@apwa.net.

Accreditation Status

Full Accreditation: An agency that meets full or substantial compliance in all applicable practices. Practices meeting substantial compliance for accreditation may not exceed 5% of all applicable practices. Practices meeting substantial compliance for re-accreditation may not exceed 3% of all applicable practices.

Provisional Accreditation: An agency that does not meet full or substantial compliance upon completion of the site visit is considered provisional for a maximum of 45 days. After 45 days, the agency must reach full accreditation or will be considered in non-compliance. In addition, agencies that are due for re-accreditation may petition for a six-month extension during which time they are considered provisional. At the end of the six-month extension, if the agency has not conducted their re-accreditation site visit, their accreditation expires.

Revoked Accreditation: The Council has the authority to revoke an accreditation award when sufficient documented evidence exists that the public works agency no longer meets accreditation criteria. At a subsequent time, the public works agency may reapply for accreditation without prejudice.



Expired Accreditation: An agency that has let their accreditation expire will no longer be considered accredited. The agency may apply for re-accreditation within one year of expiration without prejudice. After one year, an agency may reapply for accreditation without prejudice.

Withdraw Accreditation:

The chief elected or appointed official of the public agency in which a public works agency is located may request the removal of a public works agency from the published list of accredited agencies. At a subsequent time, the public works agency may reapply for accreditation without prejudice.

Appeal Process

Only the following decisions may be appealed:

1. Denial of an application;
2. Denial of a site visit;
3. Denial of full or provisional accreditation;
4. The award of provisional instead of full accreditation; and
5. In the case of a provisionally or fully accredited public works agency, a denial of full accreditation or revocation of accreditation.

Appeal Filing: The chief elected or appointed official of the public agency or the chief public works officer may appeal any of the decisions outlined above within 30 days of notice. The appeal must specify the grounds on which the appeal is made. The burden of presenting the argument initially, and/or persuading the appeals body, rests with the public works agency filing the appeal.

Appeal Panel Formation: Within 30 days of receipt of the appeal, the executive director or their designee will name three members of an ad hoc Appeal Panel and three alternates when a conflict of interest prevents the Accreditation Council from serving as the Appeal Panel. None of the designees will have had affiliation with the public works agency filing the appeal or with the accreditation process relating to that public works agency.

Appeal Panel Meeting: The Appeal Panel shall meet within 90 days of the date on which the public works agency submits an appeal or on a date mutually acceptable to the public works agency and the Appeal Panel. The public works agency may have one or more representatives appear before the panel to make an oral and/or written presentation and to respond to questions from the panel. Those individuals originally rendering the decision may appear before the Appeal Panel to support the decision and to respond to questions of the Appeal Panel. Either party may be represented by legal counsel at their own expense; however, the proceeding is conducted on an informal basis. The Appeal Panel may request the assistance of counsel to provide guidance in the interpretation and resolution of legal or procedural problems that may arise in the context of an appeal.

Appeal Panel Decision Reporting: The report of the panel, including the decision and reasons for such, is prepared within 30 days and is addressed to the Chief Executive Officer of the American Public Works Association. Copies are forwarded to the chief elected or appointed official of the public agency, to the chief public works officer, and to the chairperson of the council.

Date of Accreditation Council Approval: December 14, 2017. Amended Guidelines Approved: November 12, 2018; December 14, 2020.





STATEMENT OF INTENT FOR ACCREDITATION

Our agency, City of Bloomington Department of Public Works is committed to becoming an Accredited Agency with the American Public Works Association (APWA). To further this commitment, we are undertaking a self-assessment process, using the *APWA Public Works Management Practices Manual* and Self-Assessment software. Upon completion of the self-assessment, the agency will be ready to take the next step toward achieving the Accreditation designation, a process which will validate that the agency is compliant with all the recommended practices applicable to its operation.

APWA will provide the following benefits:


- Peer-to-Peer networking opportunities through the Accreditation APWA Connect Community
- Access to the Accreditation Model Practice Library
- Tutorial of self-assessment software with APWA program staff
- 1:1 Q&A of practices with APWA program staff
- Complimentary upgrade to the 10th Edition Self-Assessment Software (does not include the manual)

The agency agrees to the following:

- Appoint a staff representative to serve as the Accreditation Manager
- Actively utilize the APWA Self-Assessment Software
- Formally submit the application and agreement applying for Accreditation within one year of the Statement of Intent submittal

Organization Name City of Bloomington Department of Public Works

Administrator or Mayor  John Hamilton
(signature) (print name)

Agency Director  Adam Wason
(signature) (print name)

Date 06/06/2022





Board of Public Works Staff Report

Project/Event: Service Agreement with City Glass of Bloomington, Inc.

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: April 25, 2023

The Public Works Department has an ongoing need for glass replacement, window glazing, and storefront repairs and sealing. Staff asks permission to enter into a service agreement with City Glass of Bloomington, Inc. to provide these service. This service agreement will have a “not to exceed” amount of \$7,500.00 and will remain in effect until December 31st of this year.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: City Glass of Bloomington, Inc.

Contract Amount: \$7,500.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

of Submittals: 1

	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

Yes No

This is a service agreement. Contractor submitted rates of service and those are stated in the agreement.

3. State why this vendor was selected to receive the award and contract:

The Public Works Department has an ongoing need for glass replacement, window glazing, and storefront repairs and sealing. Staff asks permission to enter into a service agreement with City Glass of Bloomington, Inc. to provide these service. This service agreement will have a "not to exceed "amount of \$7,500.00 and will remain in effect until December 31st of this year.

J. D. Boruff

Print/Type Name

Facilities Director

Print/Type Title

Public Works

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
CITY GLASS OF BLOOMINGTON, INC.**

This Agreement is entered into on this 25th day of April, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and City Glass of Bloomington, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: glass replacement, glazing, screen repairs, and storefront sealing and repair (“Services”). These Services will be performed at City of Bloomington Public Works facilities for a set price of Eighty Five Dollars (\$85.00) per person per hour Monday-Friday 7:00 am - 6:00 pm.. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Twenty Seven Dollars and Fifty Cents (\$127.50) per person per hour. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may also be sent via first class mail postage prepaid or via email to public.works@bloomington.in.gov. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and

\$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: City Glass of Bloomington, Inc., Attn: Jason Zehr, 719 W. 17th St., Bloomington, IN 47404
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

City Glass of Bloomington, Inc.

Beth Cate, Corporation Counsel

Jason Zehr, Project Manager

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director, Public Works

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

City Glass of Bloomington, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

REGISTER OF PAYROLL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/21/2023	Payroll				516,807.62
					<u>516,807.62</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 516,807.62

Dated this 25th day of April year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice-President Jennifer Lloyd, Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Public Works

Staff Report

Project/Event: Dedication of Right of Way along W 1st St and S Morton St

Petitioner/Representative: St. John Associates

Staff Representative: [Maria McCormick](#)

Date: 04/25/2023

Report:

The property owner at 300, 302 and 314 W. 1st St. (Saint Real Estate LLC) received a rezoning recommendation under Plan Commission Case ZO-45-22 and approved under Common Council Ordinance 23-01 on January 25, 2023. With this rezoning request the petitioner is required to dedicate the right-of way along S. Morton St. The ROW to be dedicated is 6' wide the length of the parcel to align with the ROW setbacks for the new Hopewell neighborhood.

No public improvements were required as part of the rezoning. Existing improvements in the to be dedicated right-of-way include a decorative retaining wall and plantings. The Engineering Department determined these items do not require an encroachment agreement.

ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this ____ day of _____, 2023.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Elizabeth Karon, Vice President

By: _____
Jennifer Lloyd, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said county and state, this _____ day of _____, 2023, at which time Kyla Cox Deckard, Elizabeth Karon and Jennifer Lloyd, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

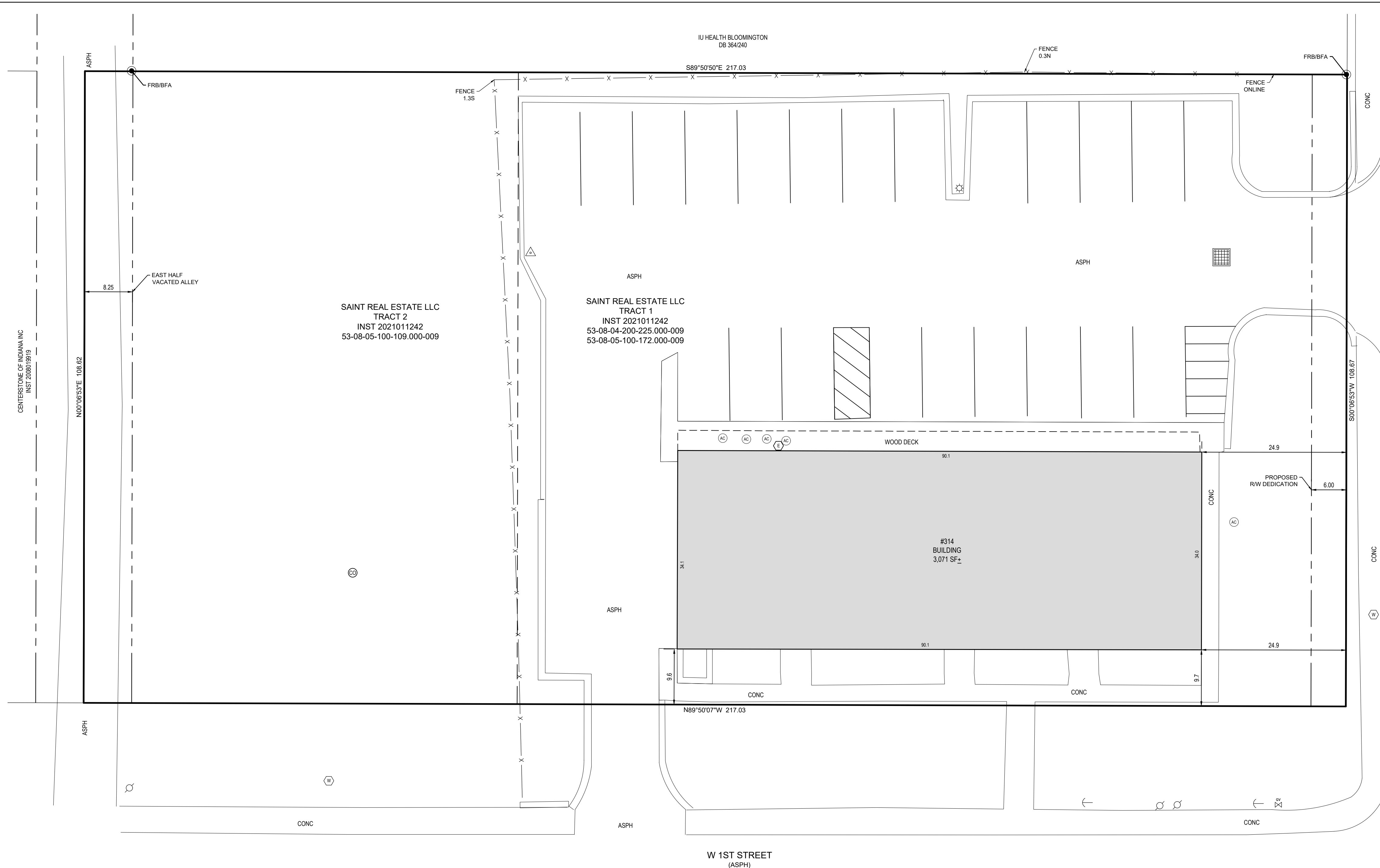
Printed Name of Notary Public

My Commission # : _____

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.



LEGAL DESCRIPTION - INSTRUMENT 2021011242

TRACT 1: 300-302 West First Street

A part of Seminary Lots Numbered Nine (9) and Ten (10) in the City of Bloomington, Monroe County, Indiana, as shown by the recorded plat thereof on file in the office of the Recorder of Monroe County, Indiana, bounded and described as follows, to-wit: Beginning 66 feet East of the Southwest corner of said Seminary Lot Number Nine (9) running thence North One Hundred and Nine (109) feet more or less to a point which is One Hundred feet South and Sixty-six feet East of the Northwest corner of said Seminary Lot Number Ten (10); thence East One Hundred Forty-two and Five tenths (142.5) feet; thence South One Hundred and Nine (109) feet more or less to the Southeast corner of said Seminary Lot Number Nine (9); thence West One Hundred Forty-two and Five tenths (142.5) feet to the place of beginning.

TRACT 2: 314 West First Street

A part of Seminary Lots Number Nine (9) and Ten (10) in the City of Bloomington, Monroe County, Indiana, as shown by the recorded plat thereof on file in the office of the Recorder of Monroe County, Indiana, bounded and described as follows, to-wit:

Beginning at the Southwest corner of said Seminary Lot Number Nine (9), running thence North One Hundred Nine (109) feet, more or less, on and along the West boundary lines of said Seminary Lots Number Nine (9) and Ten (10) to a point One Hundred (100) feet South of the Northwest corner of said Seminary Lot Number Ten (10); thence East Sixty-six (66) feet; thence South One Hundred Nine (109) feet, more or less, to the South line of said Seminary Lot Number Nine (9), thence West Sixty-six (66) feet on and along the South line of said Seminary Lot Number Nine (9) to the place of beginning.

SURVEYOR'S REPORT

JOB NUMBER: 6594
 TYPE OF SURVEY: RETRACEMENT SURVEY
 CLASS OF SURVEY: URBAN SURVEY (865 IAC 1-12)
 FIELD WORK COMPLETED: NOVEMBER 1, 2022
 LOCATION OF SURVEY: 314 W 1ST STREET, BLOOMINGTON, INDIANA

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE UNCERTAINTY IN THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS.
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS.
- 3) OCCUPATION OR POSSESSION LINES.
- 4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
 MONUMENTS USED IN PERFORMANCE OF THIS SURVEY ARE LABELED HEREON. UP TO 1.0 FEET OF UNCERTAINTY.
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S)
 NONE
- 3) OCCUPATION OR POSSESSION LINES
 POSSESSION LINES AT THE TIME OF THE SURVEY ARE LABELED HEREON.
- 4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)
 URBAN SURVEY (+/- 0.07 FOOT PLUS 50 PARTS PER MILLION) AS DEFINED IN 865 IAC 1-12, EFFECTIVE MAY 4, 2006.

THEORY OF LOCATION
 FOUND MONUMENTS FROM THE REFERENCED HOPEWELL SUBDIVISION WERE HELD FOR THEIR RESPECTIVE CORNERS. THE EXTERIOR R/W LINE WERE EXTENDED AND HELD.

SURVEYOR'S CERTIFICATE
 THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA. FIELD WORK COMPLETED NOVEMBER 1, 2022.

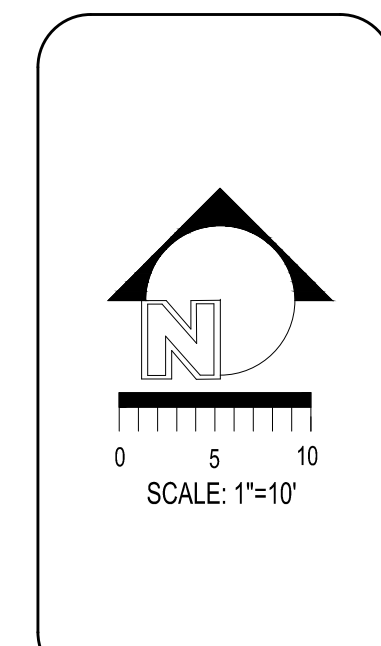
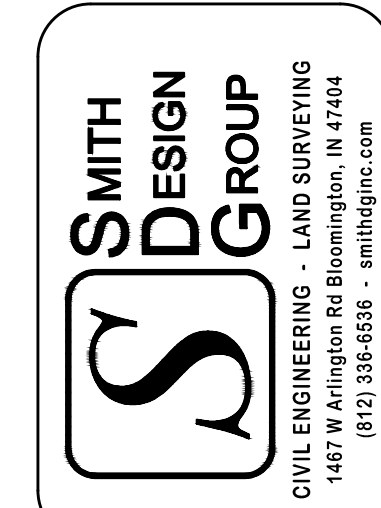
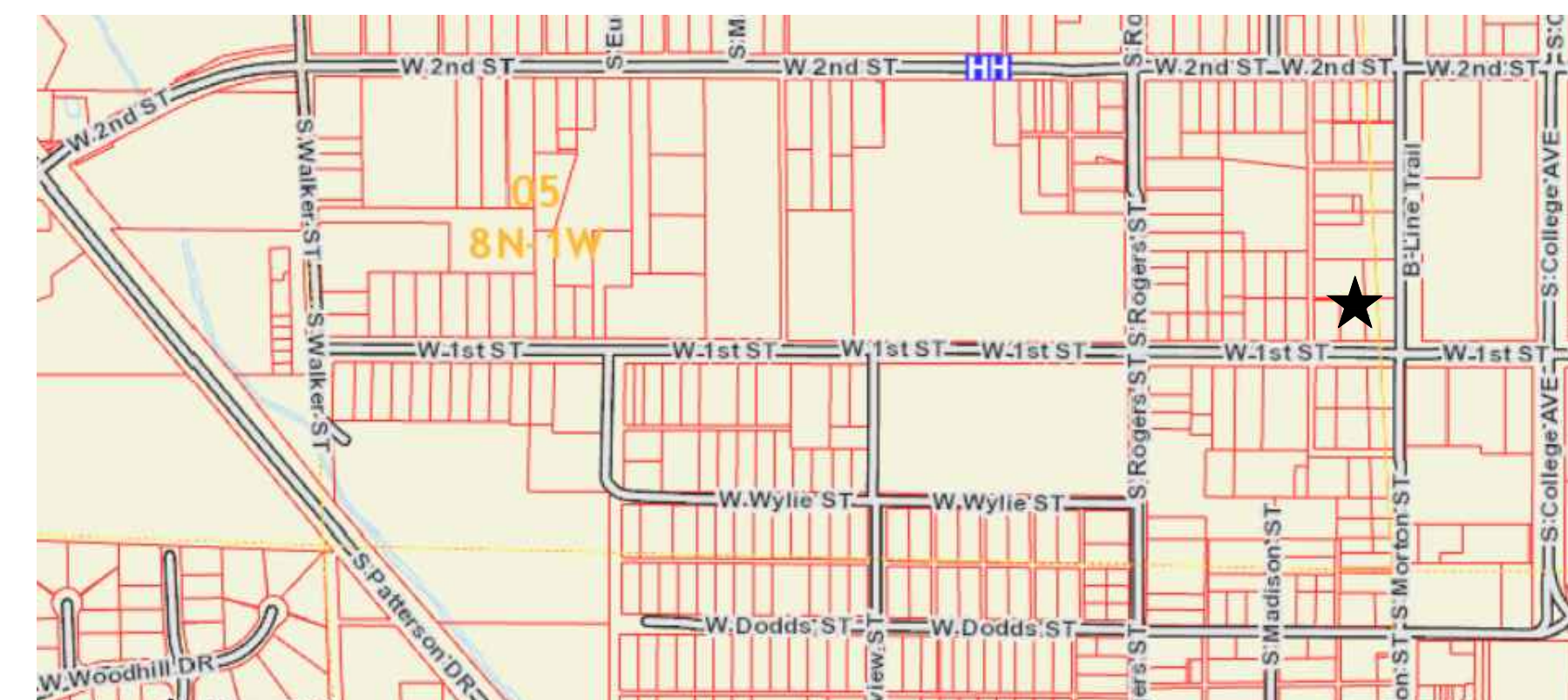
DATED NOVEMBER 4, 2021

TODD M. BORGMAN
 REGISTERED LAND SURVEYOR NO. 21200021
 STATE OF INDIANA

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGMAN)

GENERAL NOTES

- 1) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- 2) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- 3) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS.
 HOPEWELL SUBDIVISION (DRAFT DATED 1-20-2022)



JOB TITLE:
BOUNDARY SURVEY
314 W 1ST STREET
BLOOMINGTON, INDIANA
SEC 4/5-T8N-R1W

REVISIONS	BY	DATE

PREPARED: TS
 DRAFTER: TMB
 CHECKED: TMB

JOB NUMBER:
6594
 SHEET
1 OF 1

DATE: 11/4/22

BOUNDARY SURVEY

LEGEND

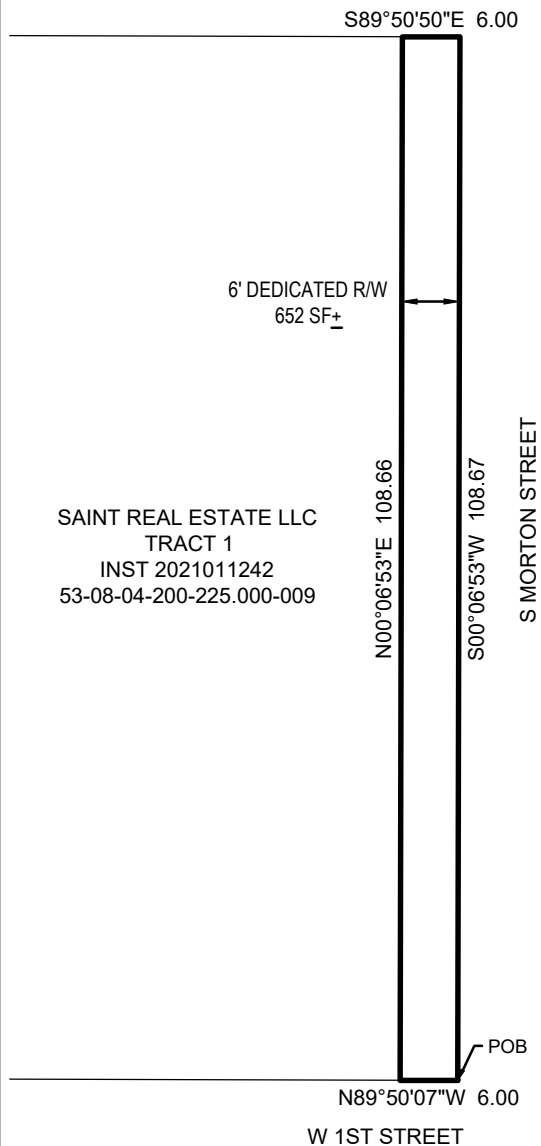
<ul style="list-style-type: none"> RW MONUMENT RR SPIKE STONE REBAR IRON PIPE MAG NAIL UTILITY POLE LIGHT POLE GUY WIRE ELECTRIC METER ELECTRIC MANHOLE ELECTRIC VAULT ELECTRIC HANDHOLE ELECTRIC TRANSFORMER SANITARY MANHOLE CLEAN OUT STORM MANHOLE CURB INLET INLET ROUND INLET SQUARE 	<ul style="list-style-type: none"> YARD INLET WATER VALVE WATER MANHOLE WATER METER FIRE HYDRANT AIR CONDITIONER GAS METER GAS VALVE COMMUNICATION MANHOLE COMMUNICATION VAULT FIBER OPTIC MANHOLE FIBER OPTIC VAULT CONCRETE BOLLARD SIGN PARKING METER HANDICAPPED PARKING PARKING COUNT SCHEDULE 'B' ITEM TELEPHONE RISER 	<ul style="list-style-type: none"> OVERHEAD WIRES SANITARY SEWER UNDERGROUND GAS LINE UNDERGROUND ELECTRIC LINE UNDERGROUND COMMUNICATION LINE WATER LINE STORM SEWER FENCE OHW S G E C W ST X-X M MEASURED P PLATTED R RECORD FRB FOUND REBAR SMB SET REBAR FIP FOUND IRON PIPE FMS FOUND RAILROAD SPIKE FMAG FOUND MAG NAIL SMAG SET MAG NAIL B/C BUILDING CORNER FND FOUND P.D.O. POSSIBLE DEED OVERLAP P.D.G. POSSIBLE DEED GAP B.G. BELOW GRADE A.G. ABOVE GRADE R/W RIGHT OF WAY MONUMENT
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BASIS OF BEARING
 THE BASIS OF BEARING IS INDIANA STATE PLANE, WEST ZONE
 VERTICAL DATUM: NAVD 88

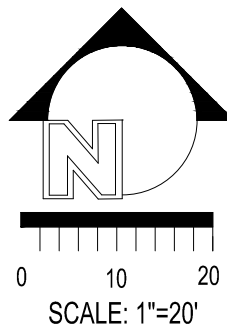
LEGAL DESCRIPTION

A PART OF SEMINARY LOTS 9 AND 10 IN THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST INTERSECTION OF S MORTON STREET AND W 1ST STREET, THENCE NORTH 89 DEGREES 50 MINUTES 07 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID W 1ST STREET 6.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 108.66 FEET TO THE NORTH LINE OF TRACT 1 IN INSTRUMENT 2021011242; THENCE SOUTH 89 DEGREES 50 MINUTES 50 SECONDS EAST ALONG SAID NORTH LINE 6.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID S MORTON STREET; THENCE SOUTH 00 DEGREES 06 MINUTES 53 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 108.67 FEET TO THE POINT OF BEGINNING, CONTAINING 652 SQUARE FEET, MORE OR LESS.



NOTE
THIS EXHIBIT WAS PREPARED BASED UPON DOCUMENTS OBTAINED FROM THE OFFICE OF THE RECORDER OF MONROE COUNTY, AND OTHER SOURCES AND IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.



Smith Design Group, Inc.
1467 W Arlington Rd
Bloomington, Indiana, 47404
P: 812-336-6536
W: smithdgroup.com
Job: 6594
Date: 4/14/23
Copyright Smith Design Group, Inc. 06/02/14 All Rights Reserved



Board of Public Works Staff Report

Project/Event: Atlantic Engineering Group (AEG)
Staff Representative: Jason Kerr
Petitioner/Representative: Bret Simons
Date: April 25, 2023

Report: AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from April 28th through end of project, which we're estimating to be 4 weeks per project area.

AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 1 area project to be granted through this BPW meeting. The following area includes...

E Burks Dr North to south, this is between E Heather Dr and E Kennedy Ct
West to east, this is between S Walnut St and Pepperidge Dr



P.O. Box 349 | Buford, Georgia 30515
Main Office: (706)654-2298
www.aeg.cc

To: City of Bloomington – Engineering Department
Subject: City of Bloomington Right of Way Application

Dear Board Members,

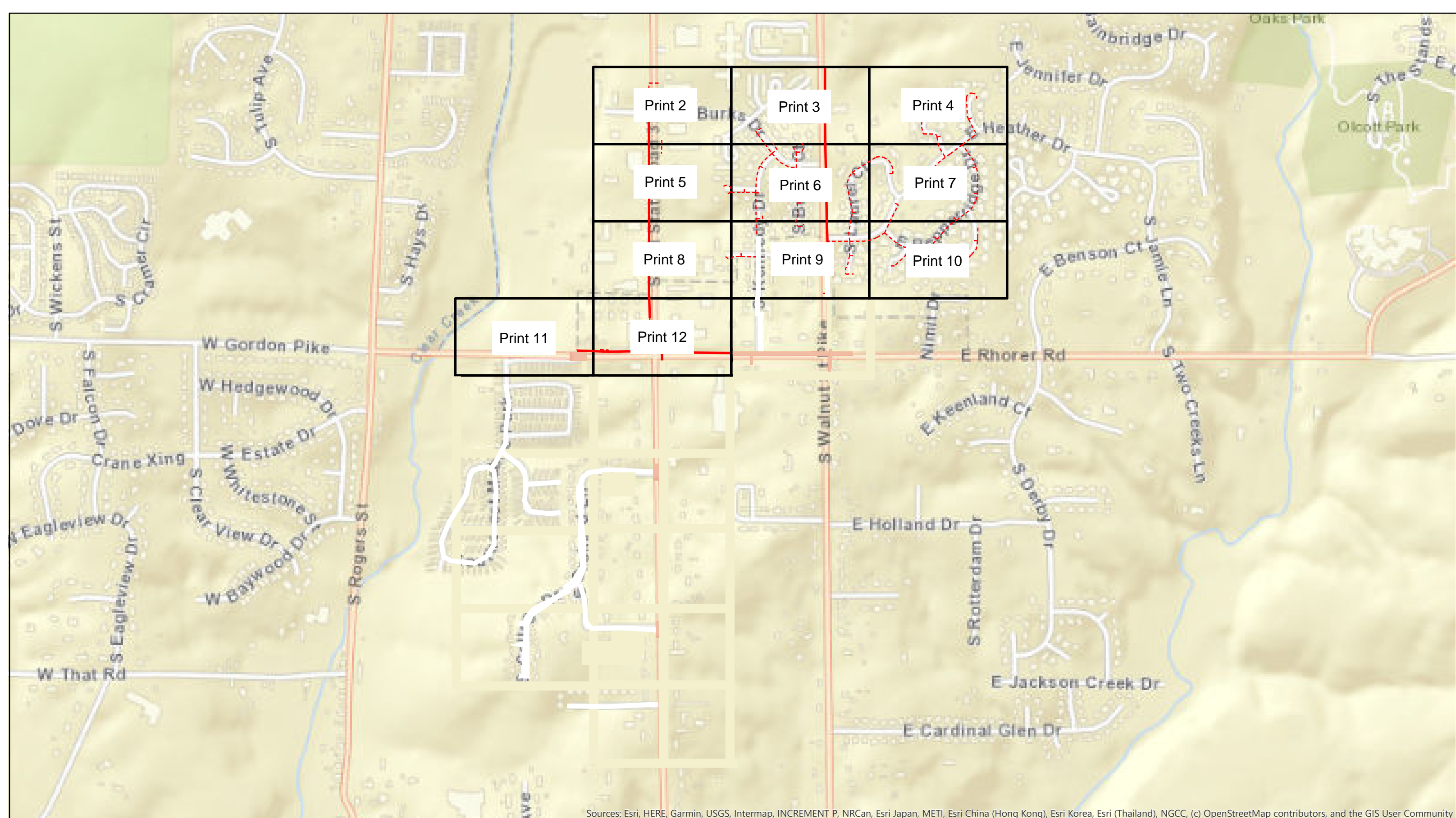
Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these up coming projects, AEG is respectfully requesting access to the ROW as planned out in the submitted permits.

Hours Saturdays will be from 8-3pm. This will only be restoration and/or cable pulling.

Traffic control plans will be attached to each permit. No long-term road closures or sidewalk closures are expected. Signs and flaggers will be present when needed and move with the project as it moves throughout the city. The areas will all be identified on the plans we submit to the cities Engineering Department.

Proper door hangers will be placed prior to the construction starting in a particular area. The door hangers will provide information about the construction and contact information if any issues arise.

Bret Simons
Project Coordinator
Atlantic Engineering Group

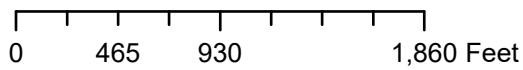


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend BLC02a-F03_E Burks Dr

- Overhead Strand
- ⋯ Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



3190 S
WALNUT ST

3240 S
WALNUT ST

3230 S
WALNUT ST

3221 S
WALNUT ST

3225 S
WALNUT ST

3303 S
WALNUT ST

3300 S ODELL
DR APT 10
3300 S ODELL
DR APT 9
3300 S ODELL
DR APT 8

S Odell DR

Flowerpot

S Walnut ST

E Burks DR

211'

233'

218'

44'

75'

108'



0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

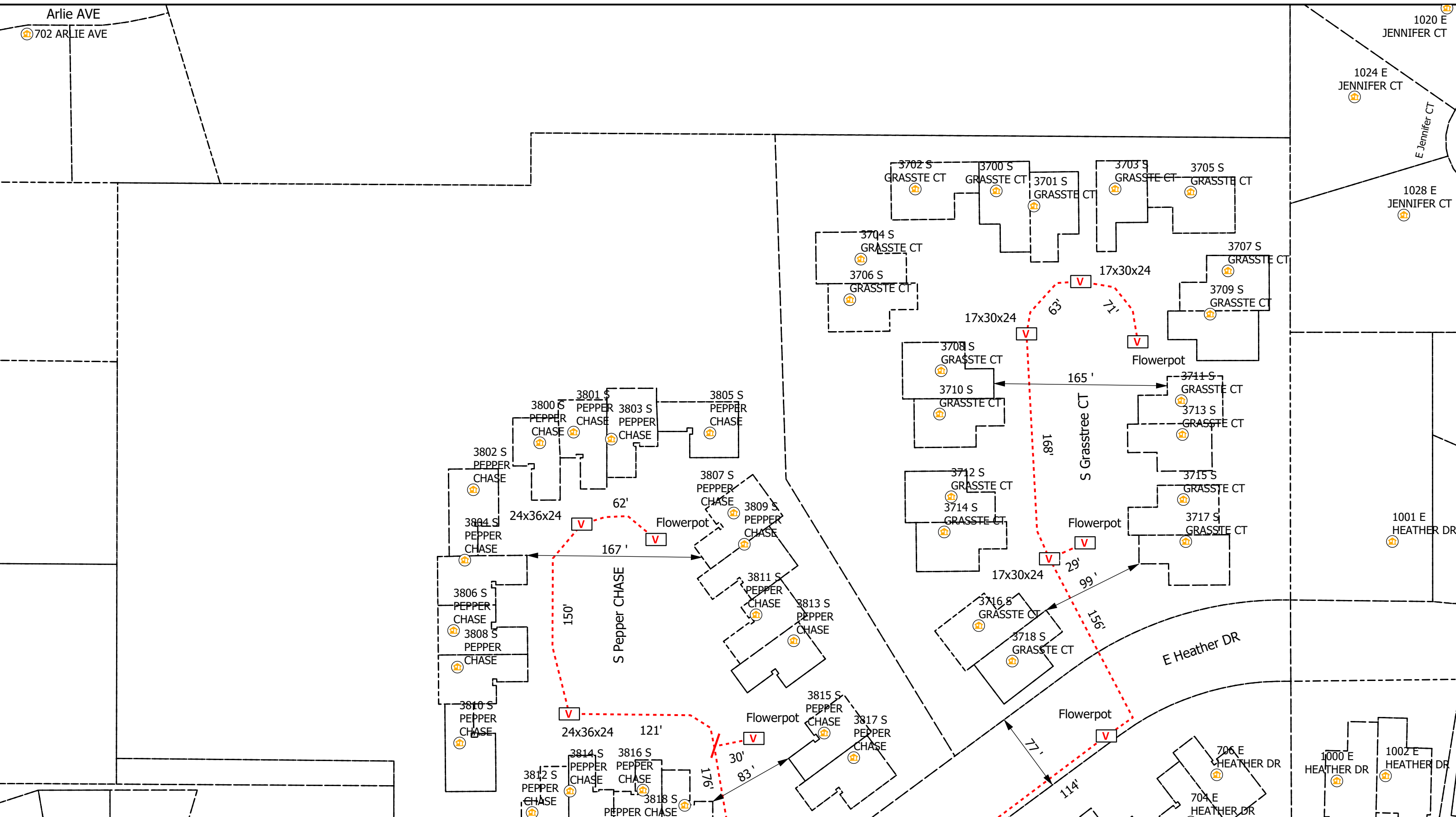
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- ← Sidewalk
- Grids

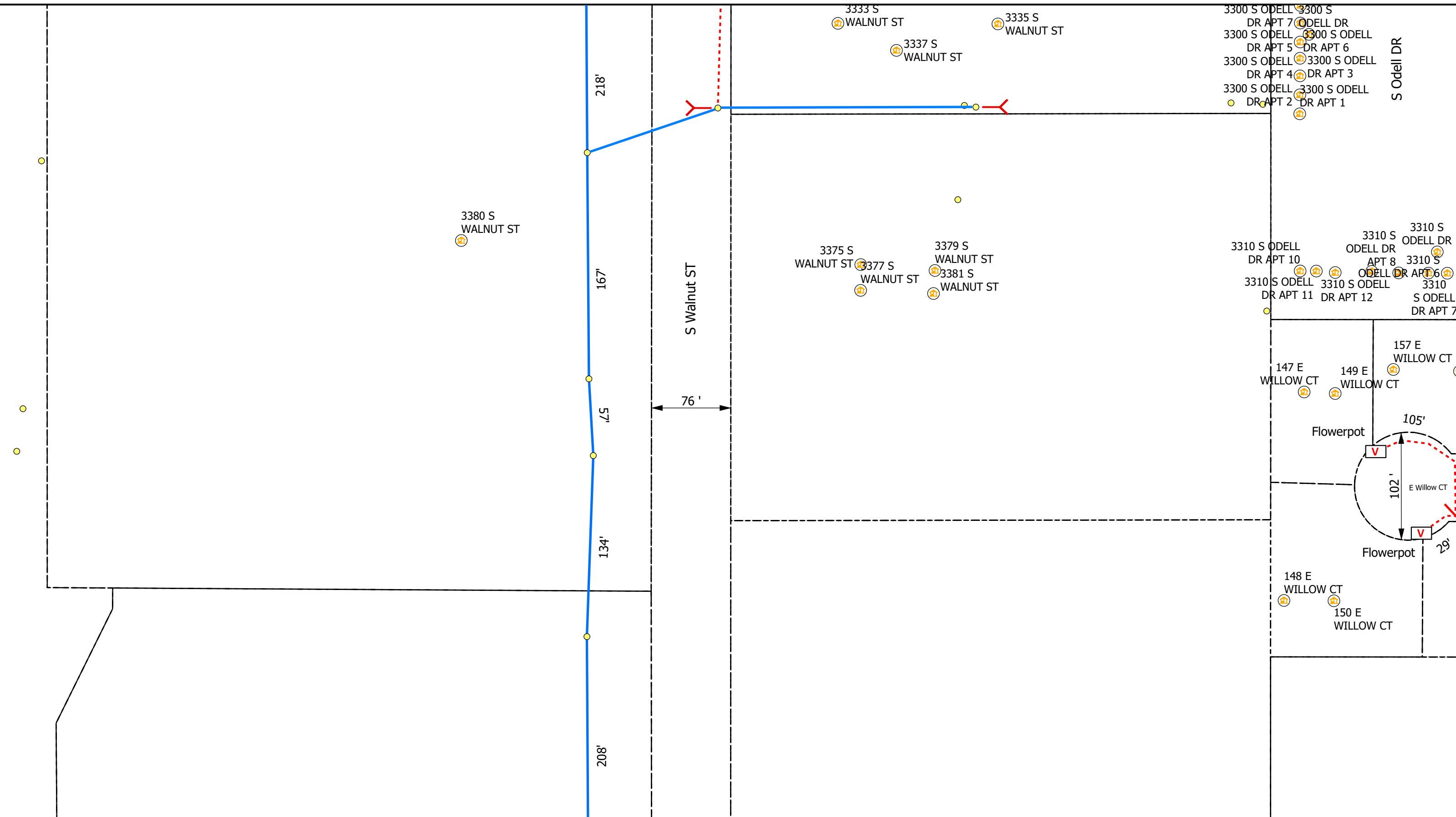
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- ← Sidewalk
- Grids

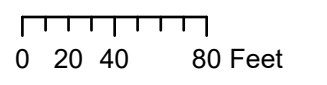
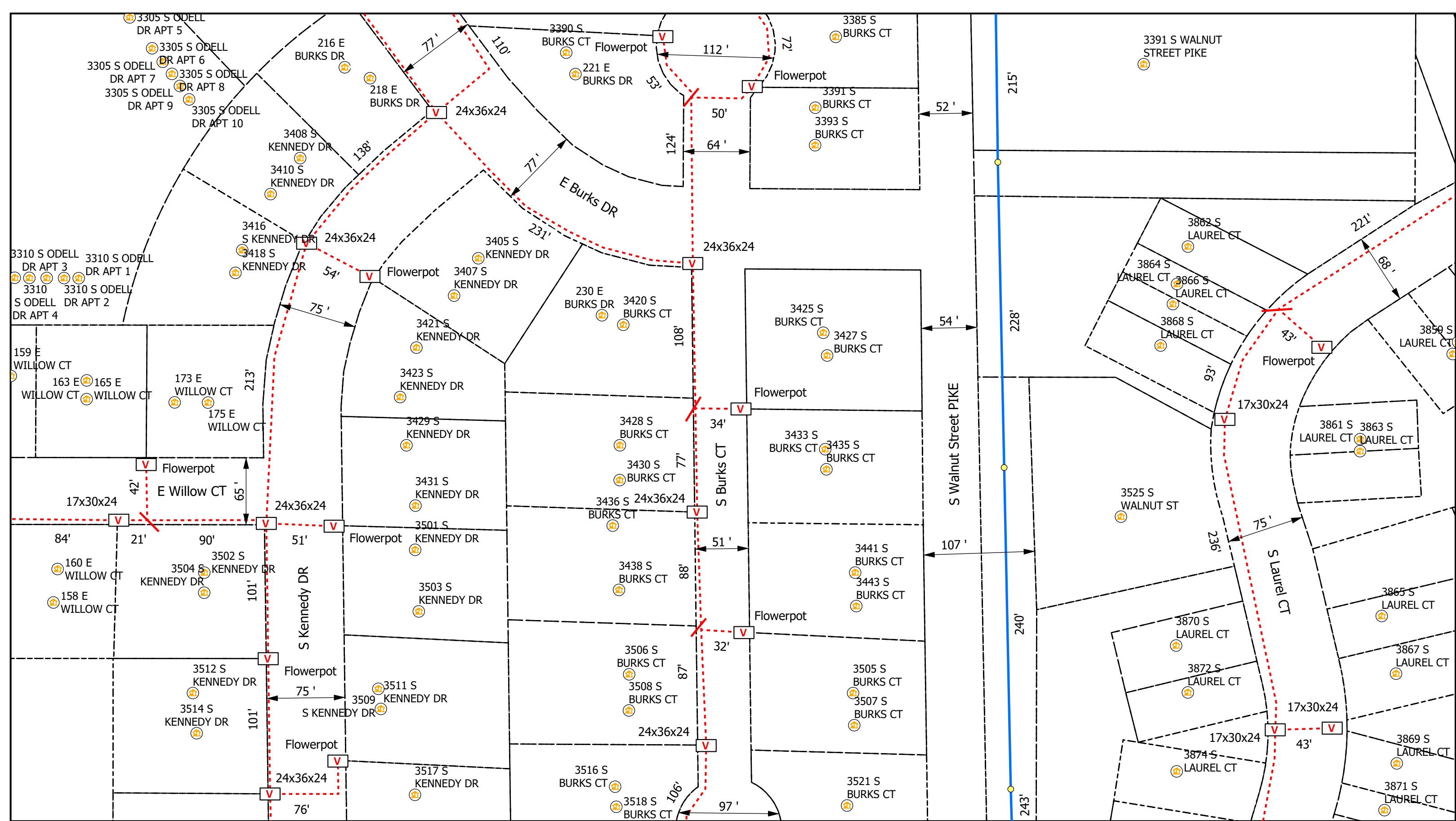
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Conduit
- Overhead Strand
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids
- Vaults

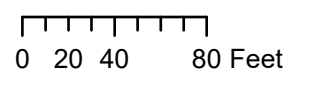
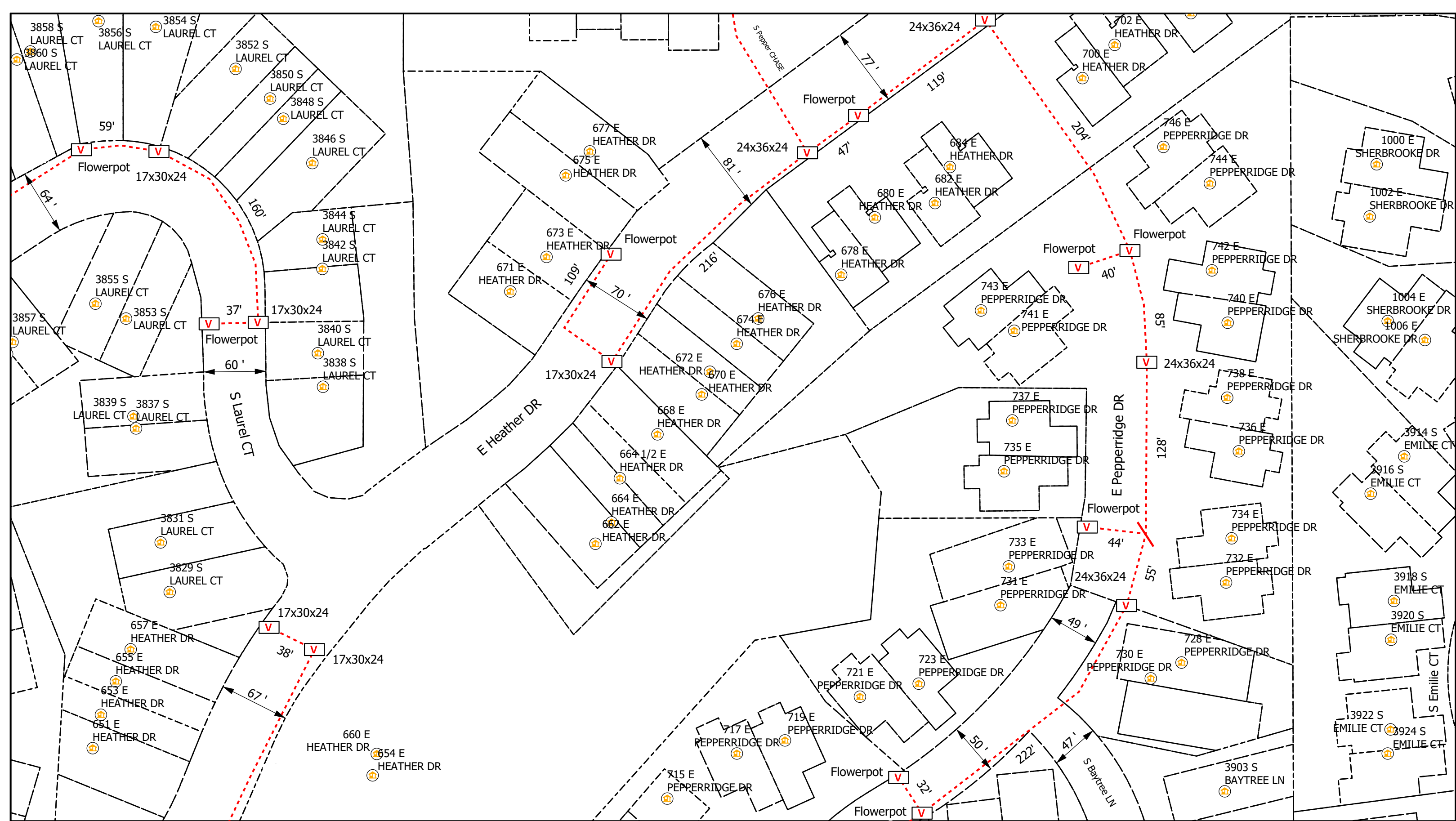
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



3400 S WALNUT ST

3406 S WALNUT ST

3410 S WALNUT ST

208'
186'
152'
160'
181'

75'

42'

Flowerpot

80'

S Walnut ST

3403 S WALNUT ST

3901 S WALNUT ST

3409 S WALNUT ST

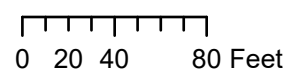
151 E KENNEDY CT
153 E KENNEDY CT

157 E KENNEDY CT
155 E KENNEDY CT

150 E KENNEDY CT
152 E KENNEDY CT

17x30x24

E Kennedy CT
103'



Legend

- Poles
- Conduit
- Overhead Strand
- Anchor
- Sidewalk
- Vaults
- Risers
- Bloomington_Parcels
- Address
- Grids

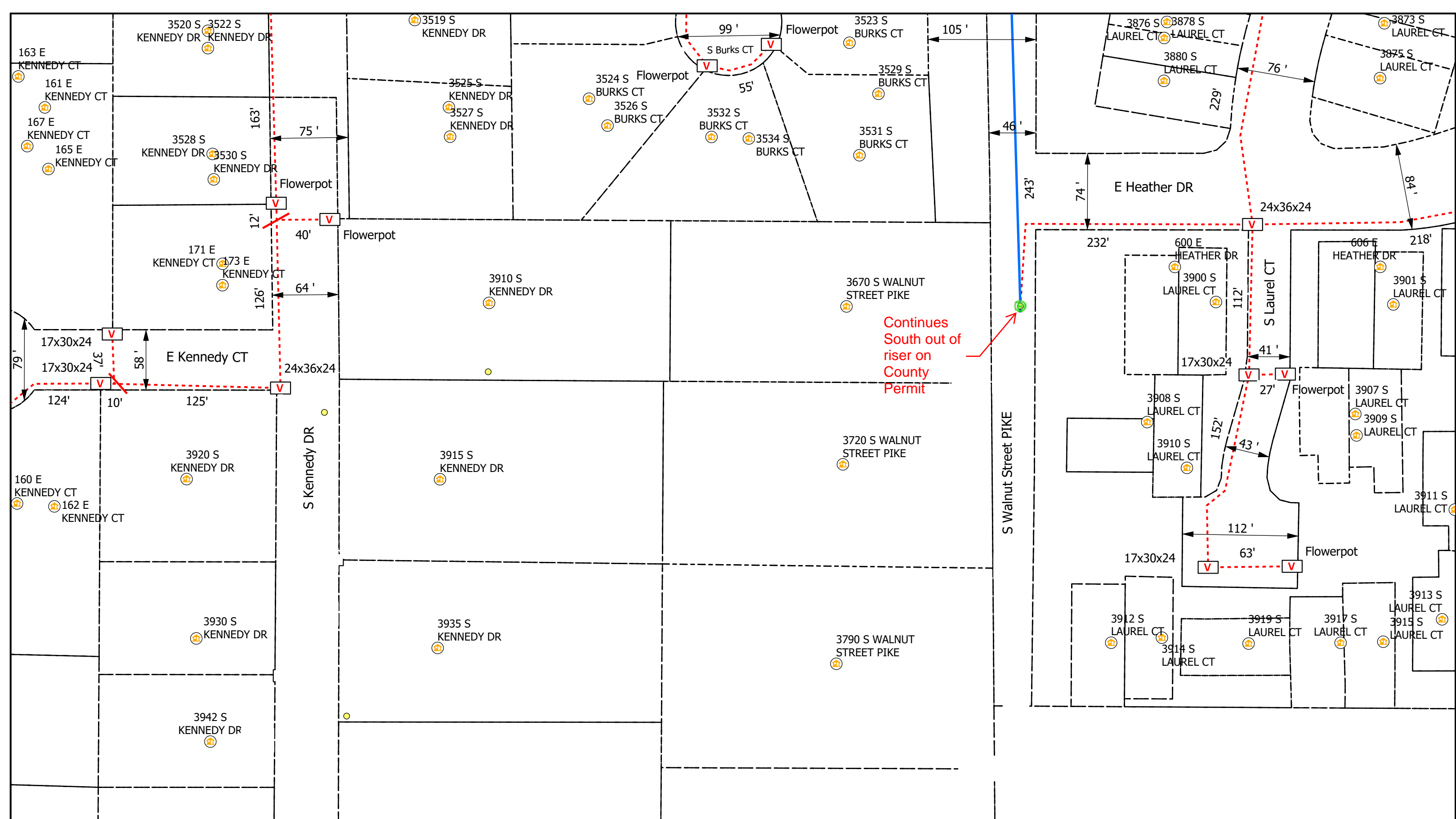
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

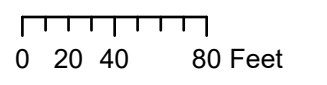
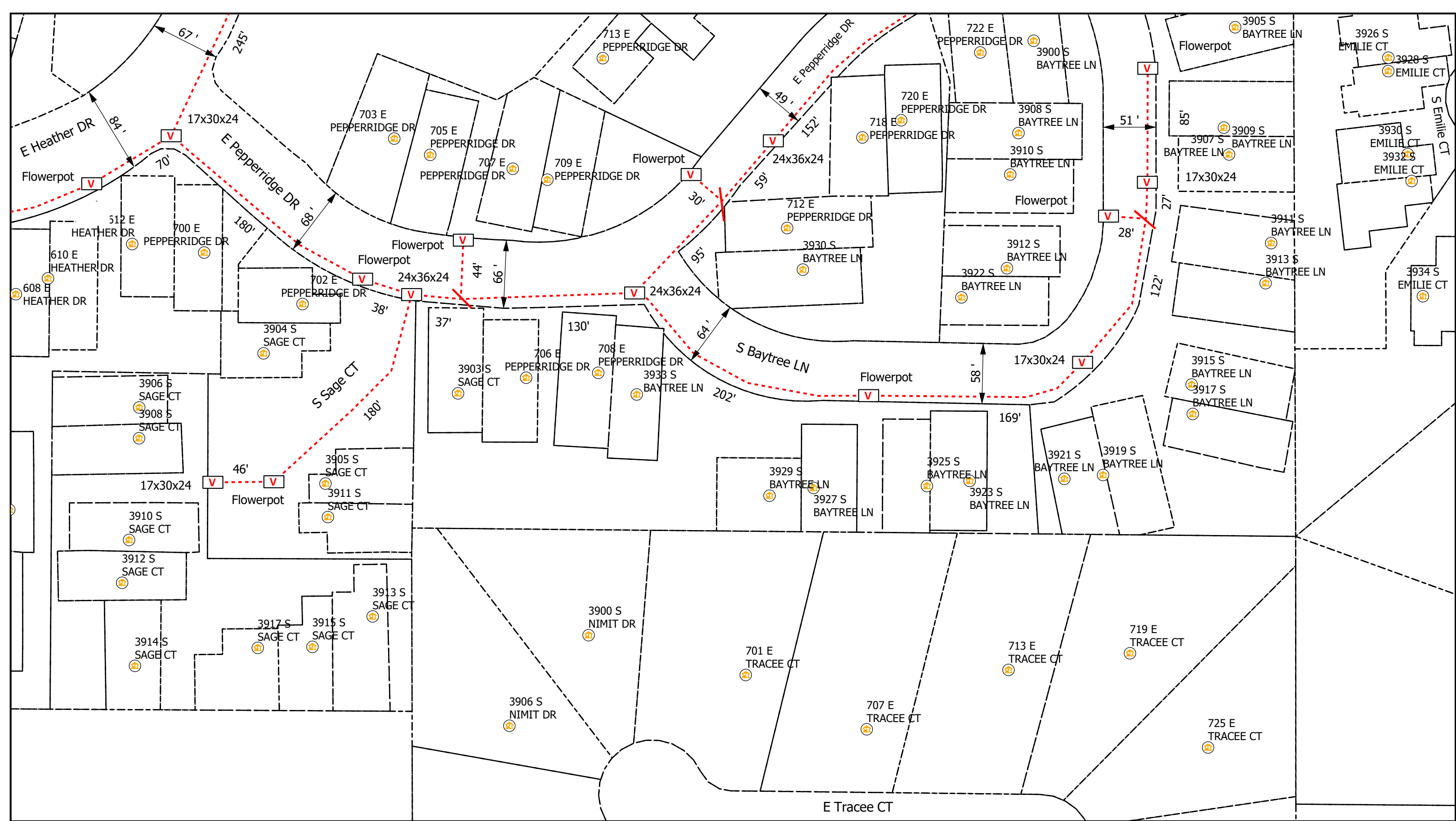
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- Risers
- Address
- Anchor
- Sidewalk
- Grids

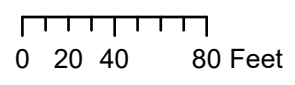
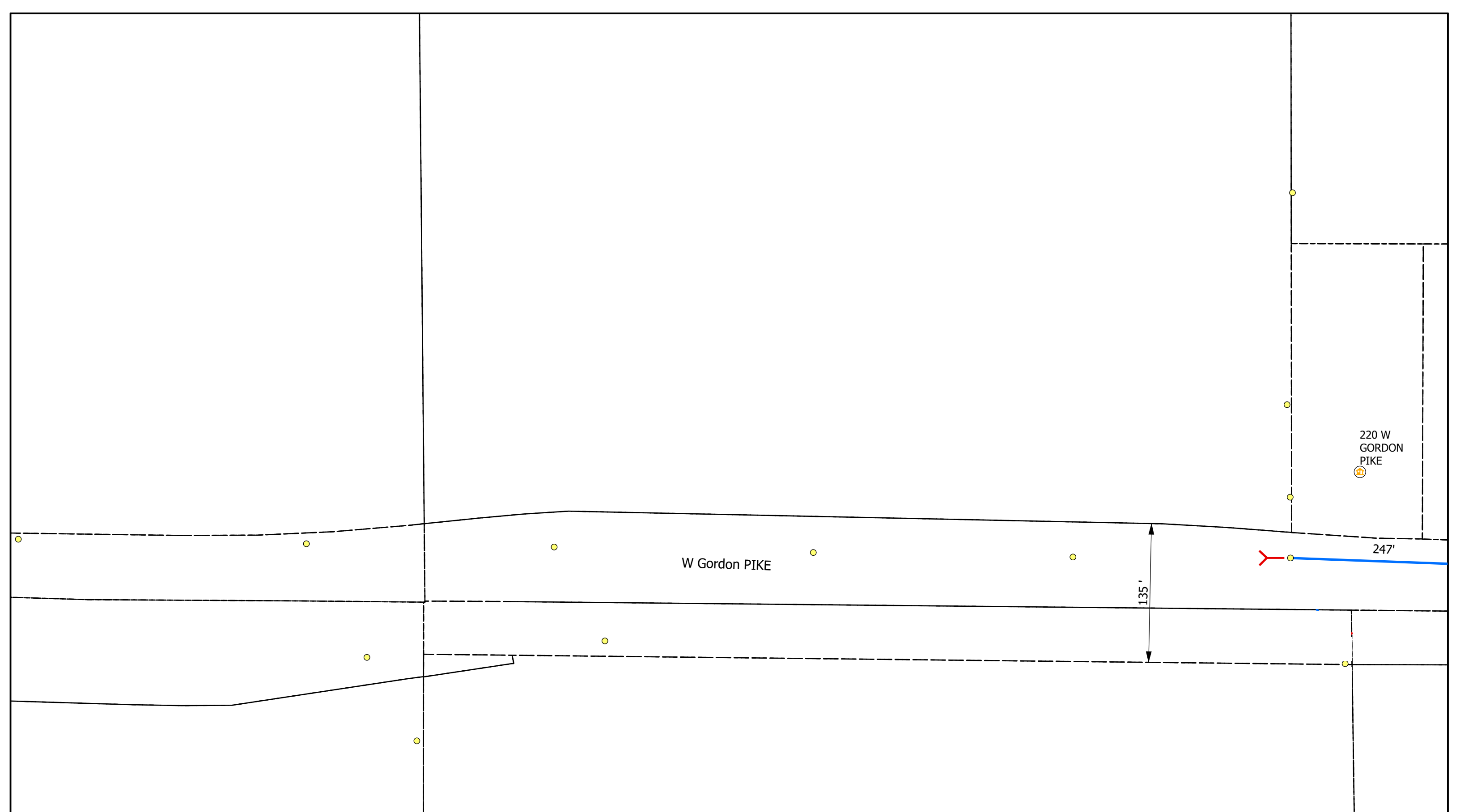
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- R Risers
- A Address
- Y Anchor
- ← Sidewalk
- Grids

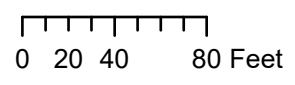
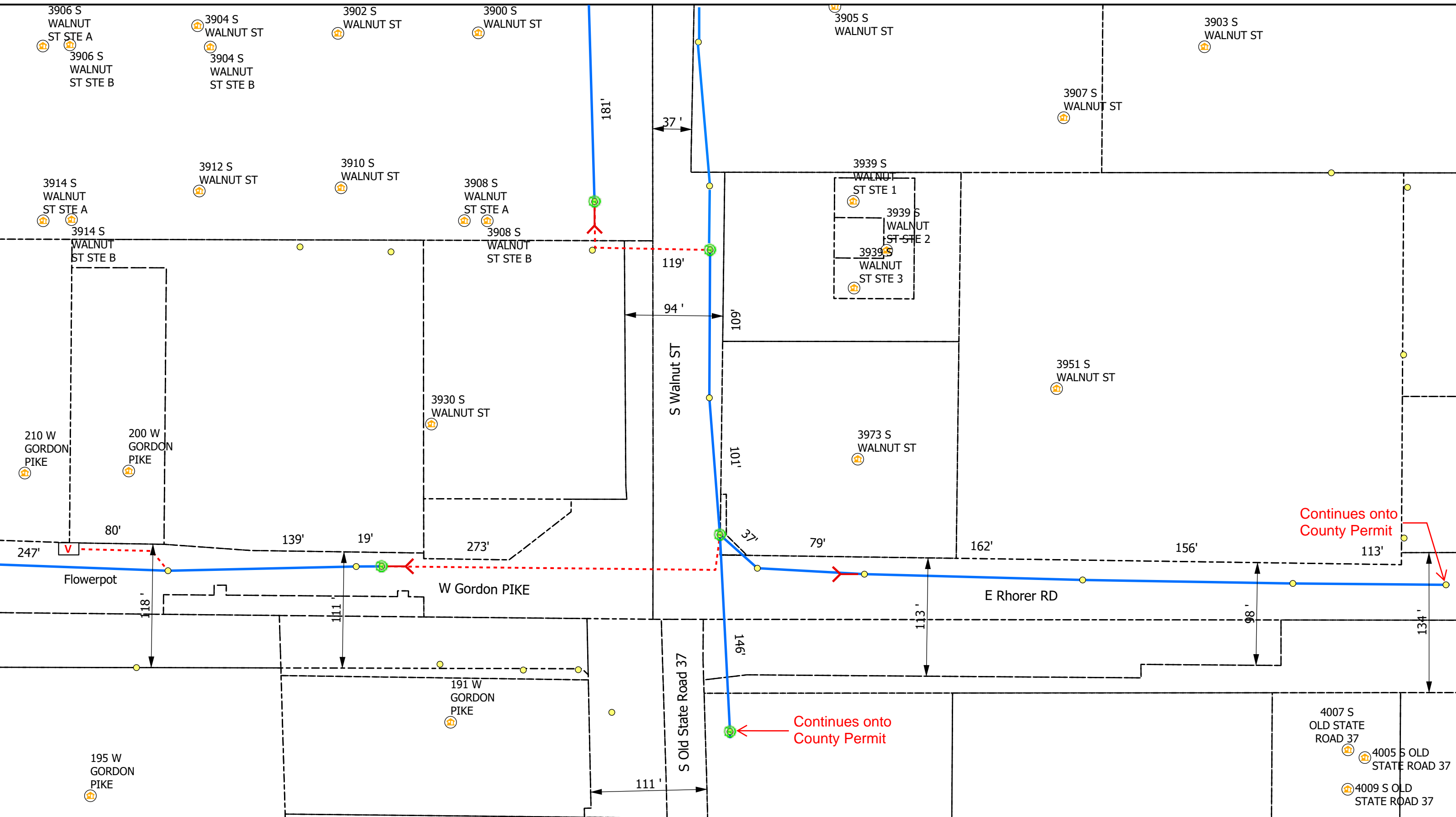
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

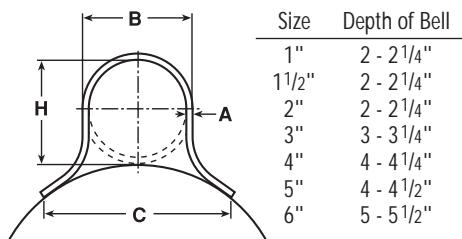


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell

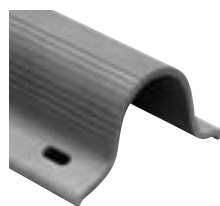


Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

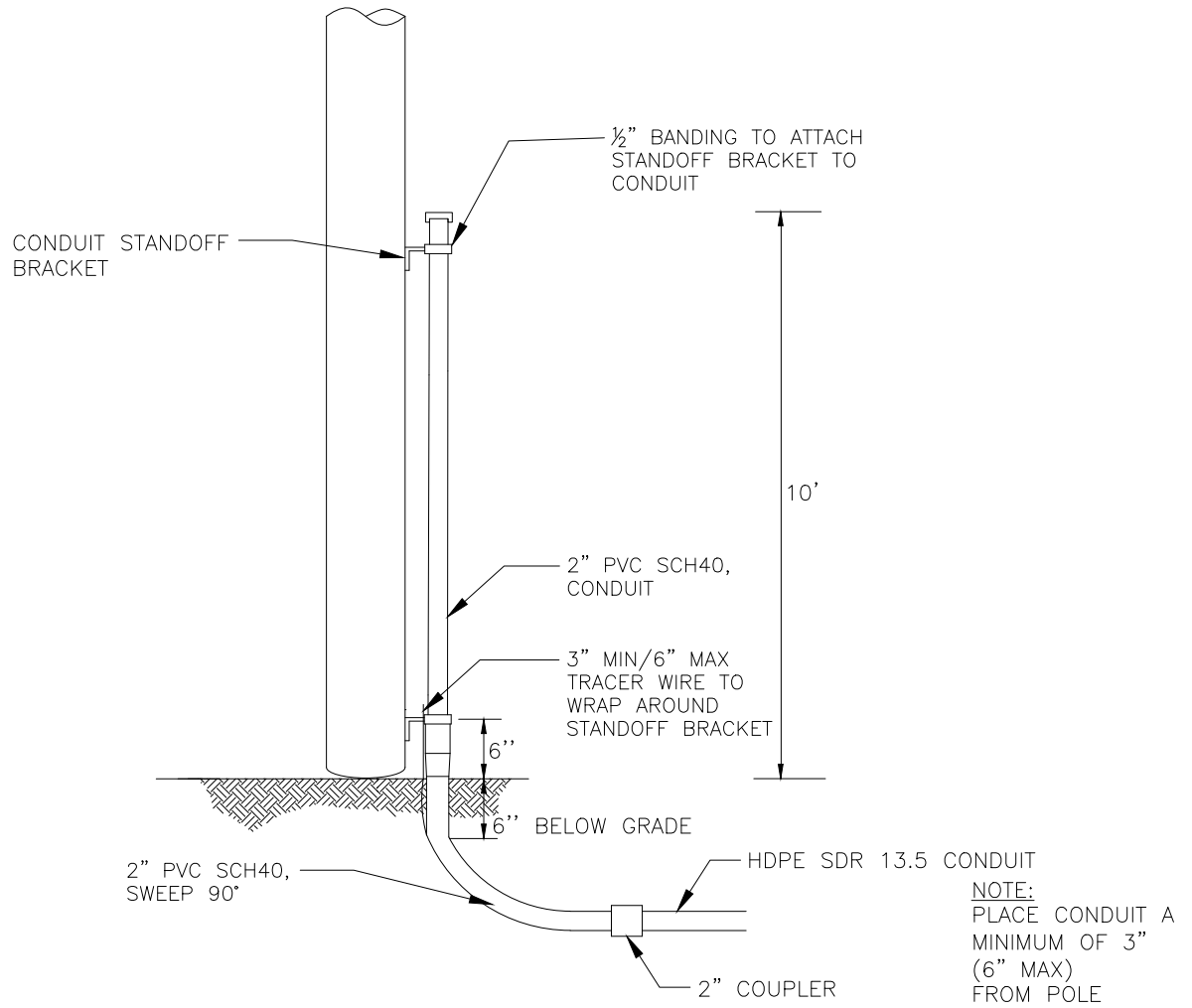
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



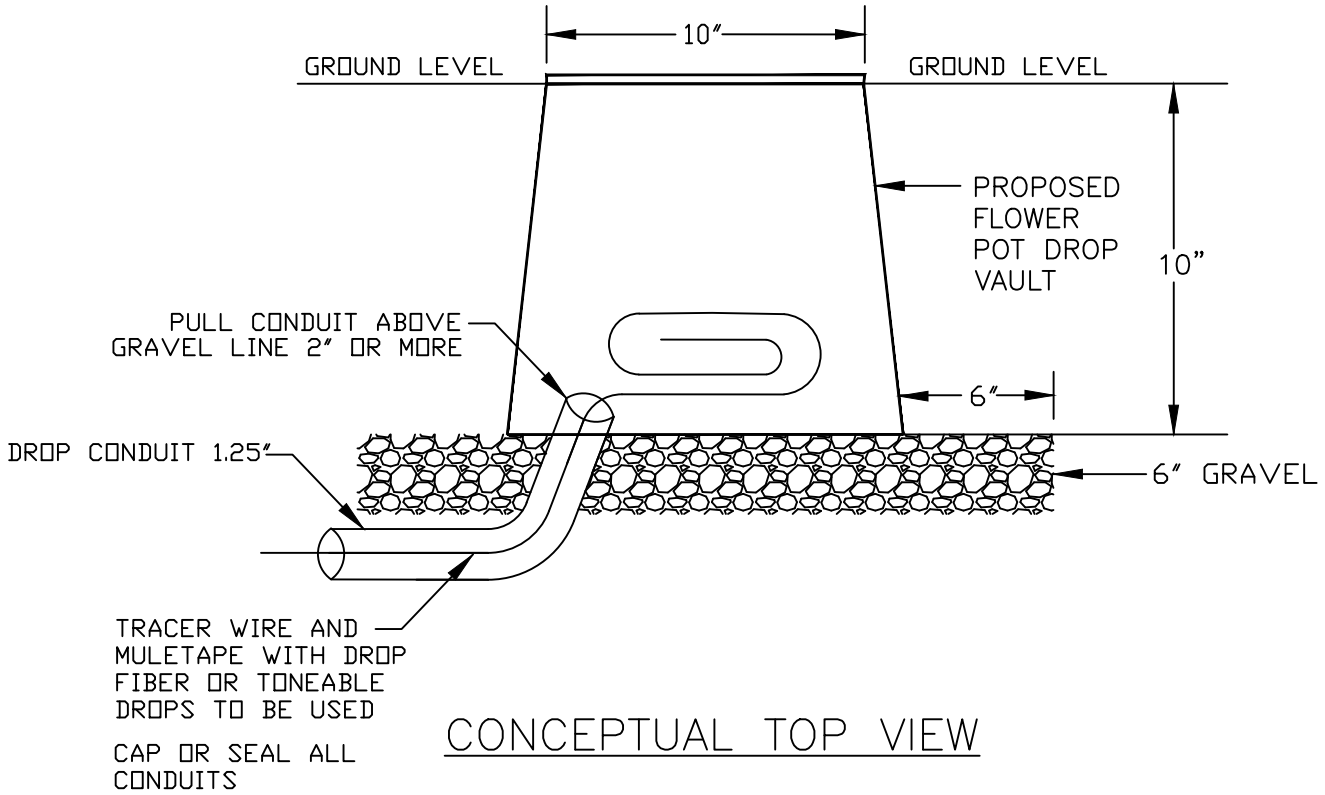
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



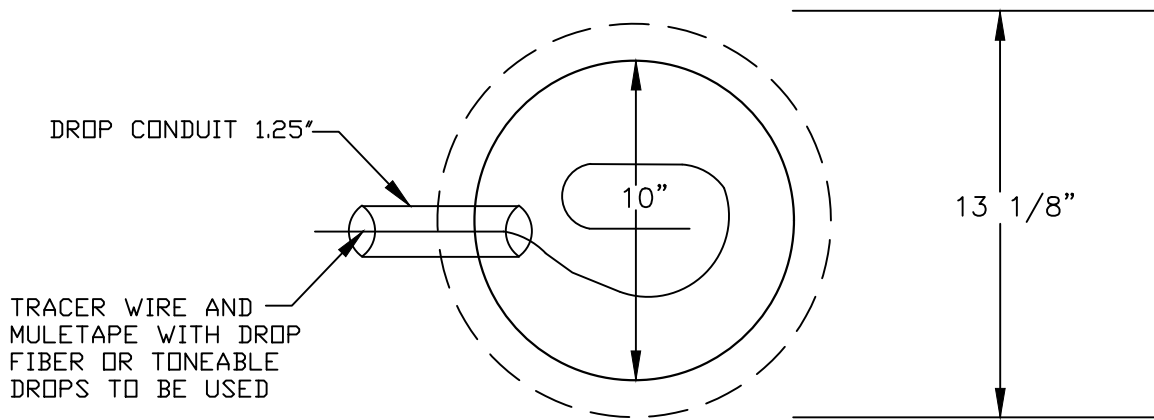
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

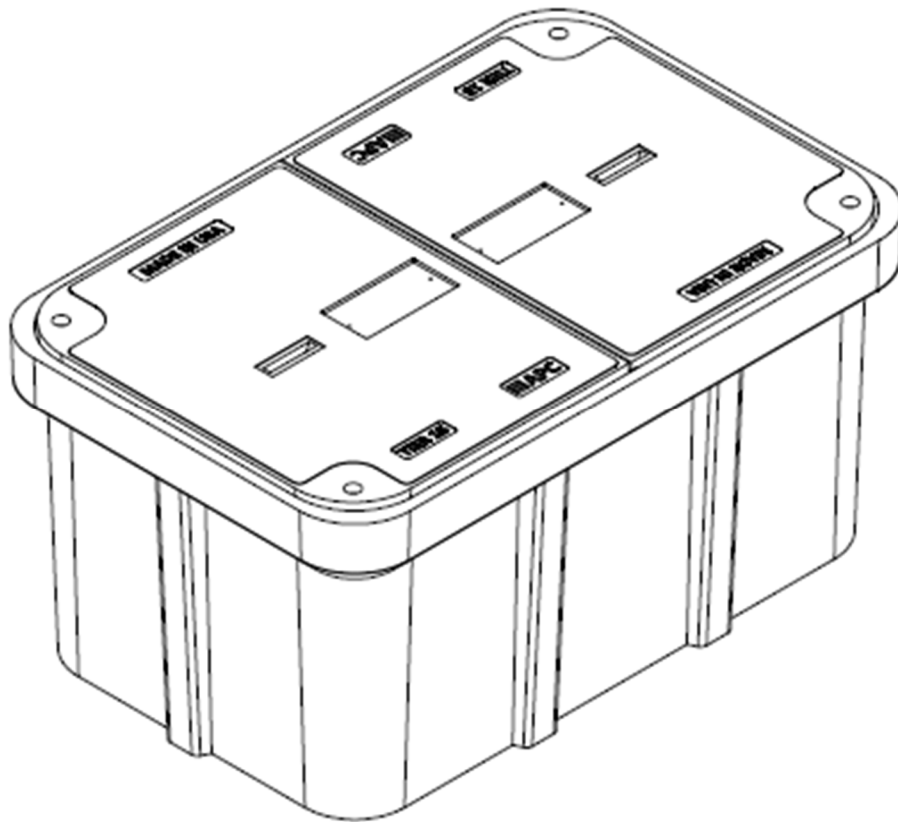


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

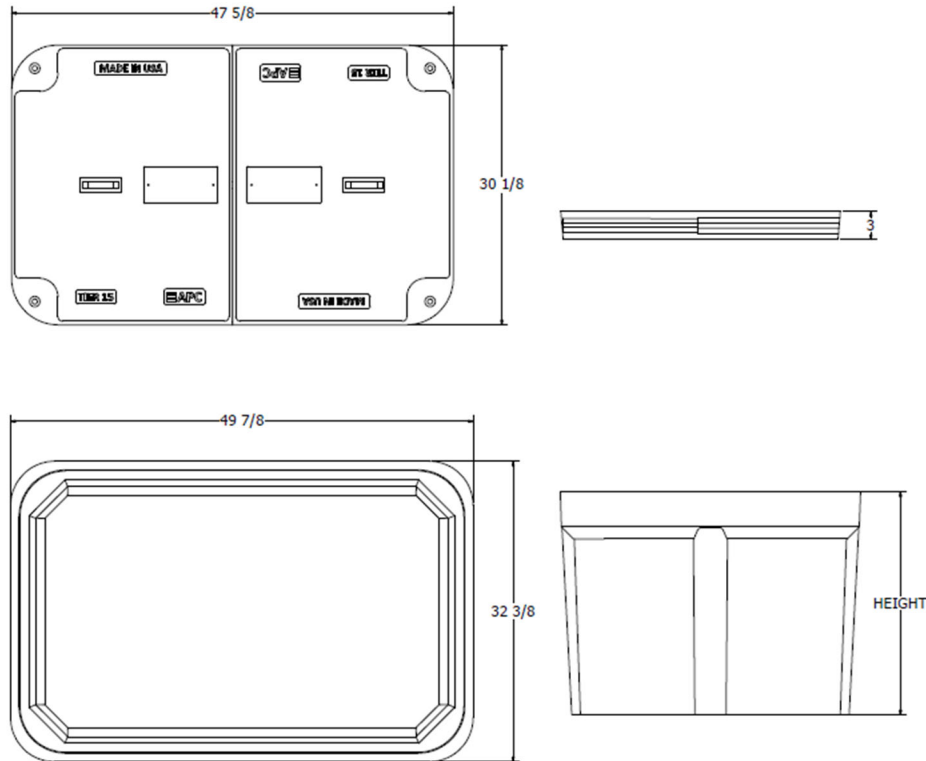


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



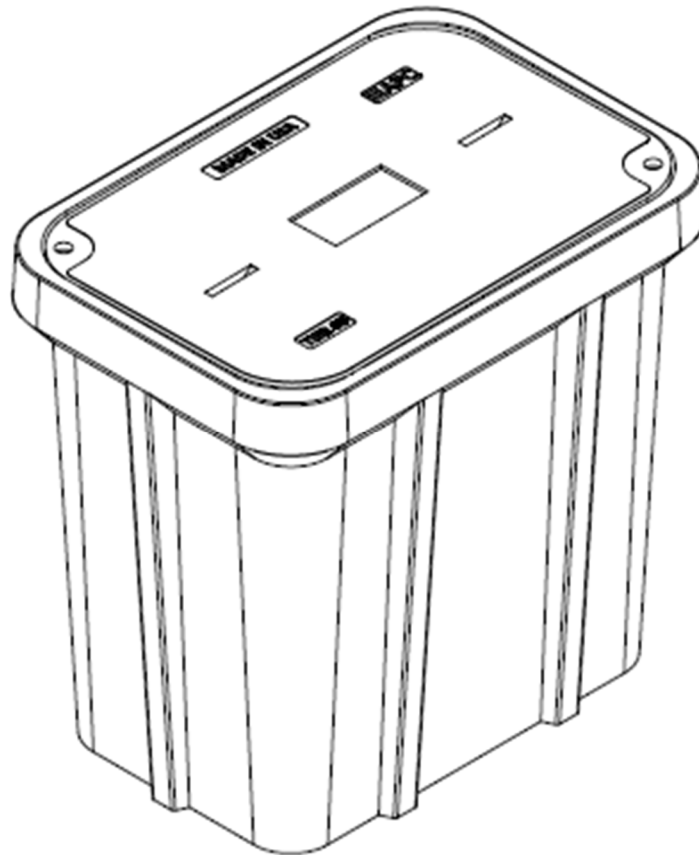
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

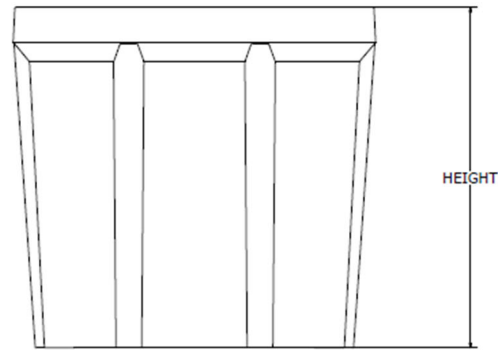
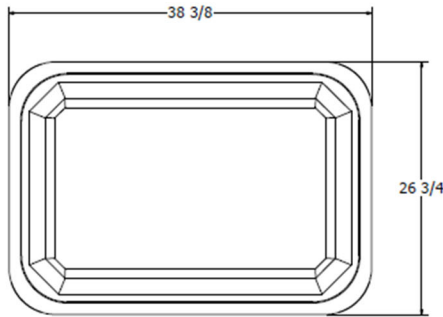
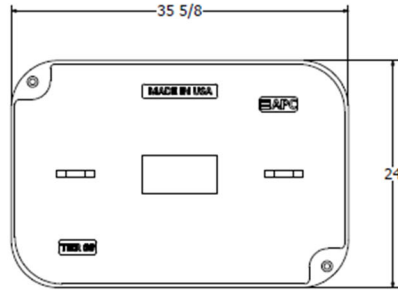


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

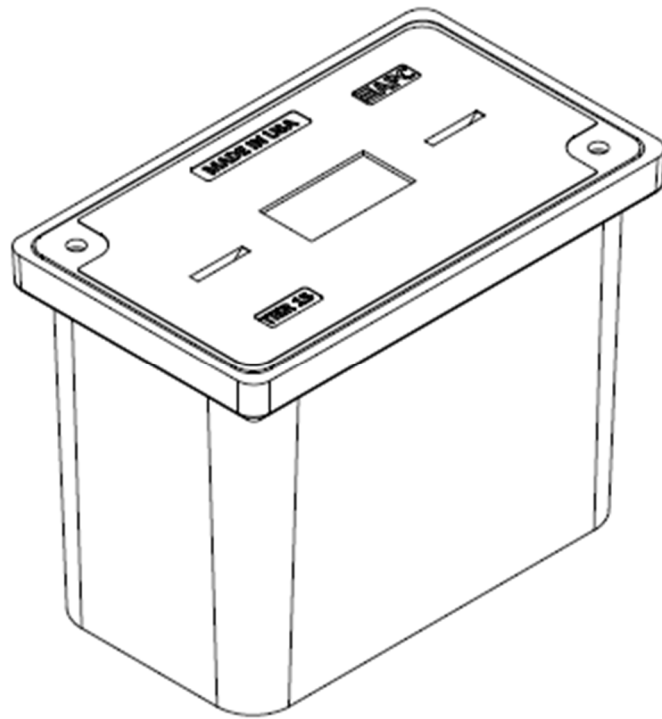


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

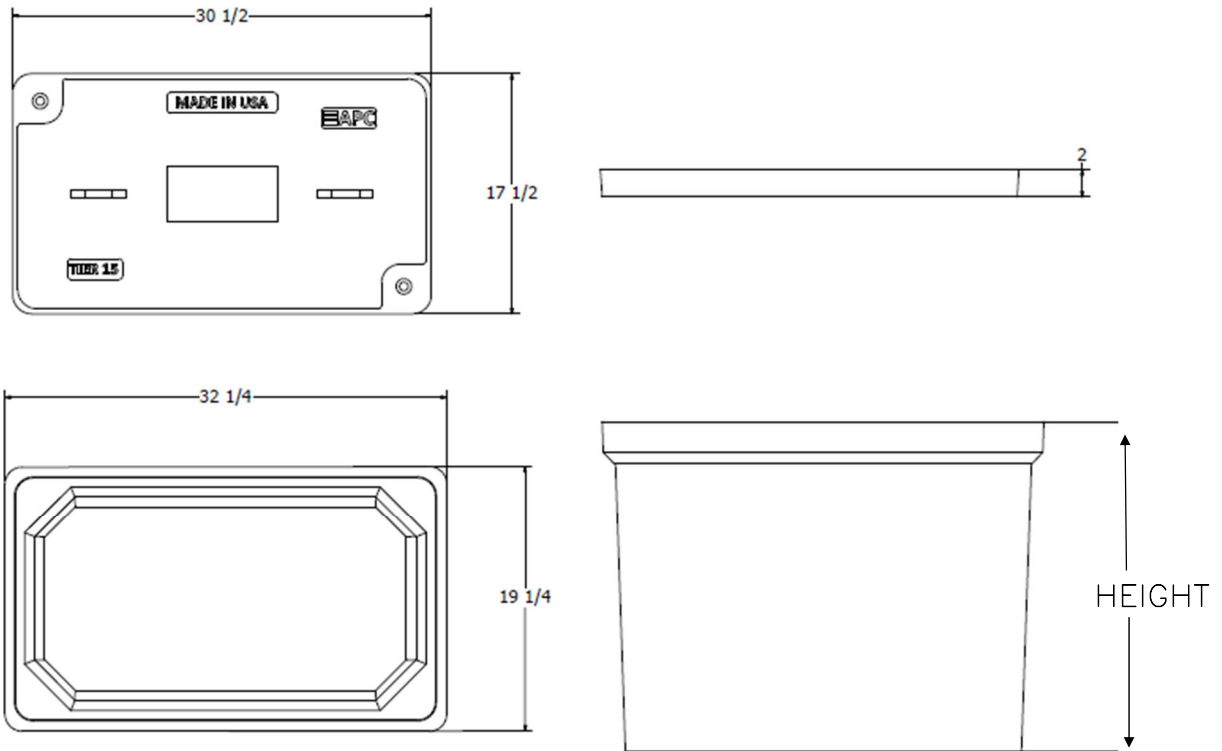


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



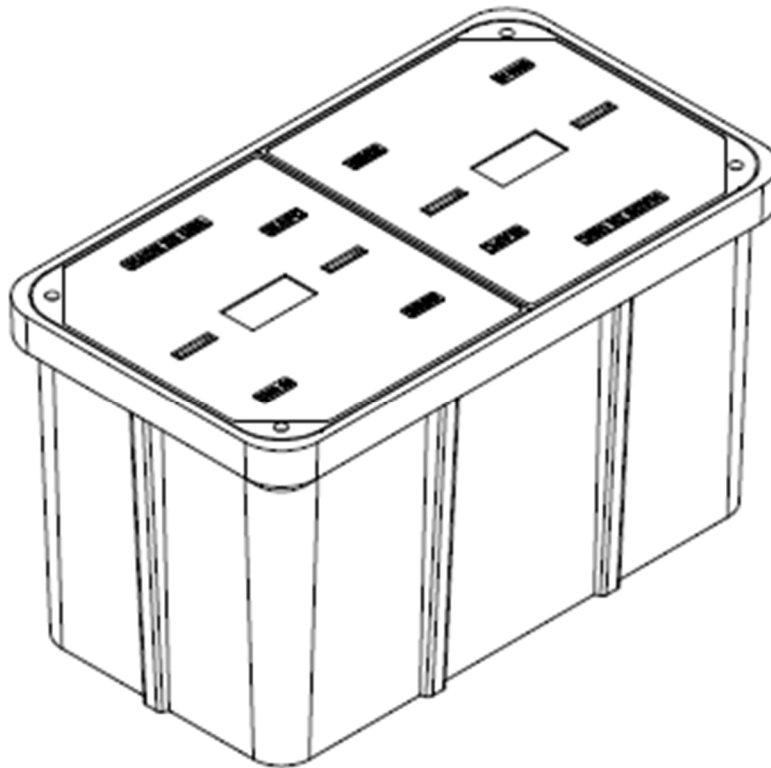
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

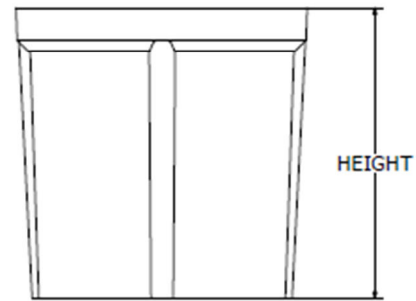
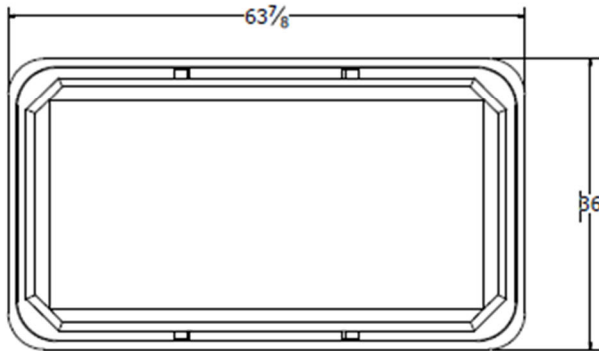
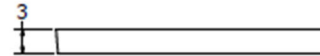
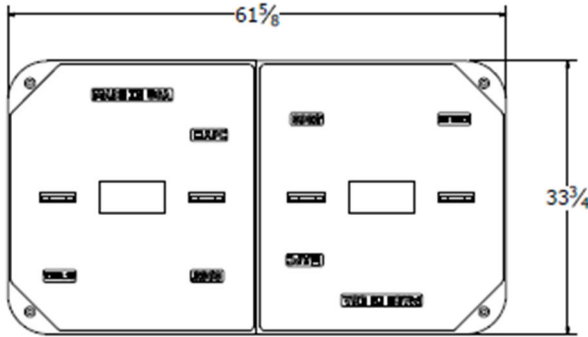


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		Must be Approved by an Engineer				
	Non-Divided Highways	Divided Highways	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.		
	Length	Shoulder (10 ft. Width)	Lane (12 ft. Width)	Through Taper	Through Buffer/Work Area		
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
	Urban Low Speed - 100 FT						

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F03_E Burks Dr-TCP1

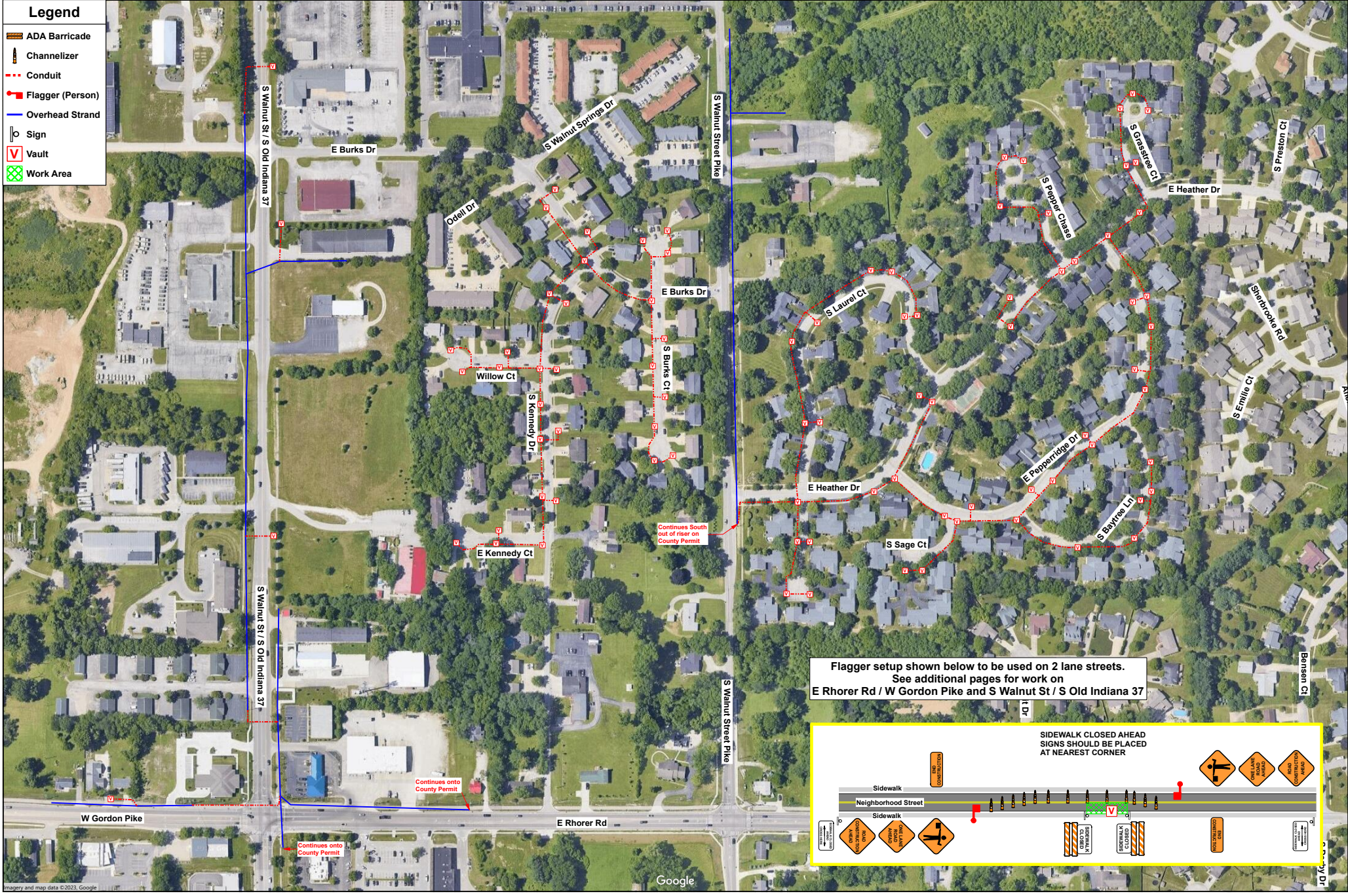
Signature: _____

Company: _____

Road Runner Safety Services, Inc.

Date: 4/12/2023 Project: BLC02a-F03 E Burks Dr-TCP1 :
: Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



Spacing Charts Based on MUTCD		Must be Approved by an Engineer					
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640 Urban Low Speed - 100 FT		730	235	840	60	120

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F03_E Burks Dr-TCP2

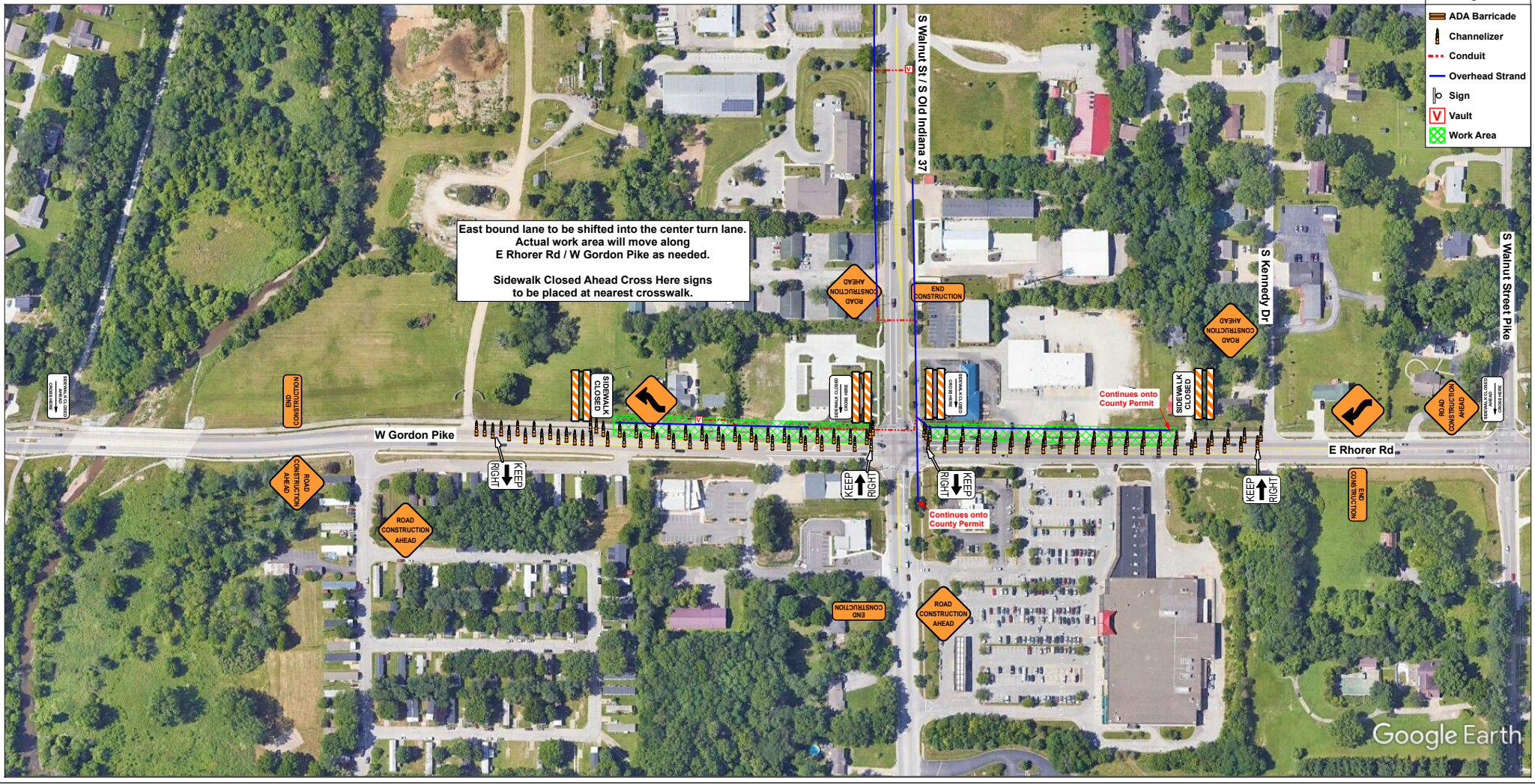
Signature: _____
Company: _____

Date: 4/12/2023 **Project:** BLC02a-F03_E Burks Dr-TCP2 ;
Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) ;
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



Legend	
	ADA Barricade
	Channelizer
	Conduit
	Overhead Strand
	Sign
	Vault
	Work Area



Google Earth

Spacing Charts Based on MUTCD		Must be Approved by an Engineer					
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
	Urban Low Speed - 100 FT						

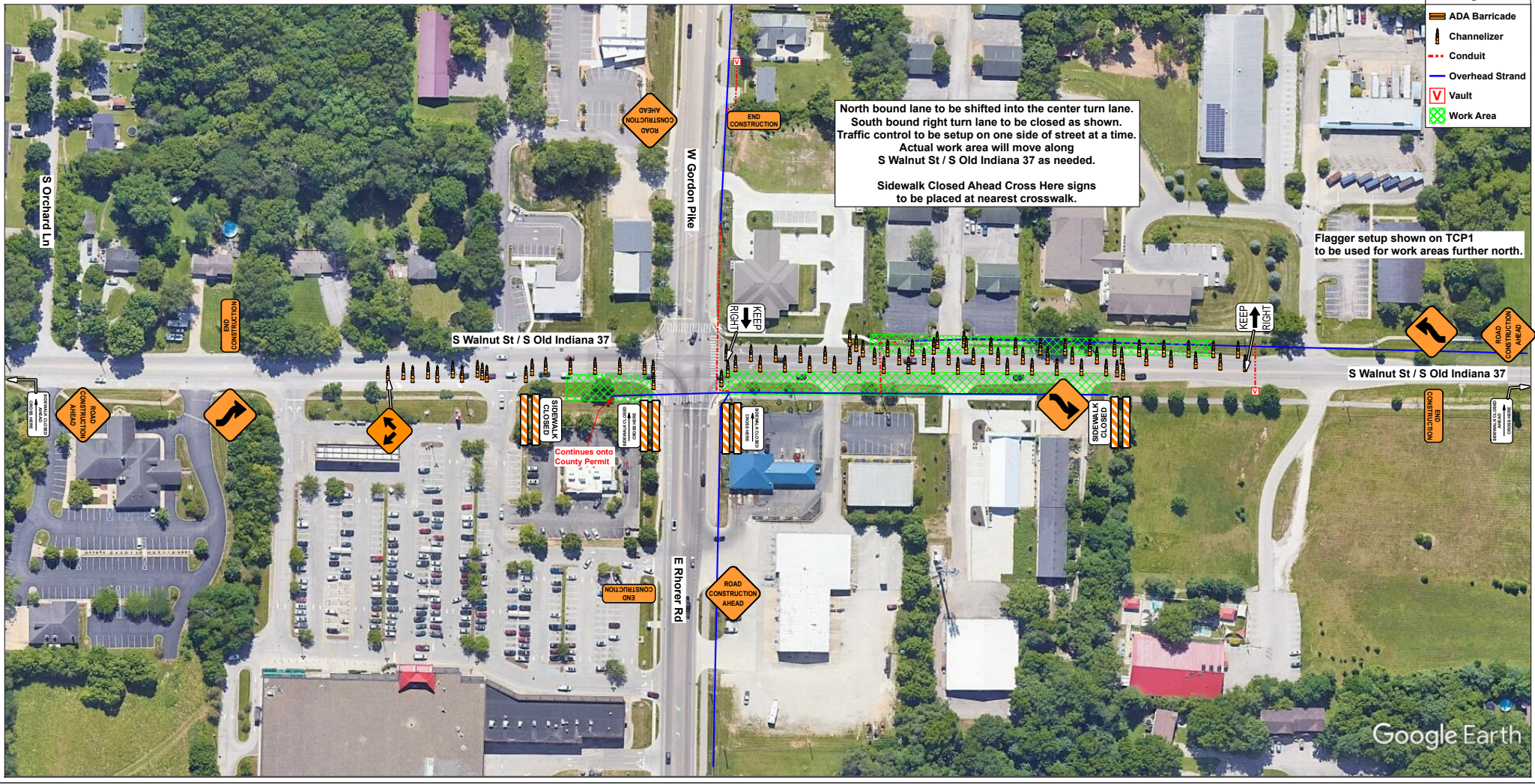
APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLC02a-F03_E Burks Dr-TCP3

Signature: _____

Company: _____

Date: 4/12/2023 **Project:** BLC02a-F03_E Burks Dr-TCP3 :
: **Traffic Control Suggestion For:** ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: _____		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: _____		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: _____		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: _____		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: _____			
24-HR EMERGENCY CONTACT NAME: _____		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: TB5-691-473497-082 COMPANY: ACORD		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND#*: _____ COMPANY: _____		PROJECT NAME: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: _____	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: _____		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: _____	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simans</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: _____	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Strauser Construction Co.
Staff Representative: Jason Kerr
Petitioner/Representative: Ryan Strauser
Date: April 25, 2023

Report: Strauser Construction Co. is requesting the use of the Right of Way along 275 N Eagleson Ave for installation of temporary construction fencing, replacement of curbs/sidewalks, and pavement patching. This is to occur during the dates of July 3rd, 2023 through July 22nd, 2023. This is part of a larger IU project at this location, but this is the only aspect impeding into the Right of Way.

Strauser Construction Co. has supplied maintenance of traffic plans for their work. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).

April 16, 2023

City of Bloomington - Board of Public Works

401 N. Morton Street
Bloomington, IN 47404

RE: Indiana University
Lee Norvelle / Neal Marshall – East Site Renovations
275 N. Eagleson Avenue
Bloomington, Indiana
Temporary Sidewalk & Bike Lane Closures

Dear Board Members:

Strauser Construction Co., Inc. has been awarded a project at the IU Lee Norvelle / Neal Marshall facility that consist of misc. site improvements on the east side of the building adjacent to Eagleson Avenue. The project will include concrete removal, new concrete walks, paver repairs and new landscaping at the front of the building.

As part of the project, Strauser Construction Co., Inc. is requesting the use of the right of way for installation of temporary construction fencing, new sidewalks, curbs and pavement during a 3-week window of the project. Attached is a maintenance of traffic plan provided by Indiana University.

Although the overall project is approximately 3 months, the Indiana University proposed MOT will keep the sidewalk and bike lane open during the project except for the limited durations noted above.

An outline of the request with logistics detailed in the attached MOT plan are as follows:

- 1) ROW Work Project Duration = July 3, 2023 – July 22, 2023
- 2) ROW work will install temporary fencing, replacement of curbs/sidewalk and pavement patching.

During the course of this project Strauser Construction Co., Inc. will work with the City of Bloomington and City of Bloomington Engineering to minimize disruptions caused by the project. Based on this and the attached MOT information, Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,

Ryan M. Strauser

Ryan M. Strauser
RA, AIA, LEED AP

Strauser Construction Co., Inc.
453 S. Clarizz Blvd.
Bloomington, IN 47401



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 275 N. Eagleson Ave. (IU Norvelle/Neal Marshall)

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Strauser Construction Co., Inc.</u>		<input checked="" type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD
E-MAIL: <u>rmstrauser@strausercci.com</u>		<input type="checkbox"/> LIGHTED BARRELS	<input type="checkbox"/> TYPE 3 BARRICADES
COMPANY: <u>Strauser Construction Co., Inc.</u>		<input type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER
ADDRESS: <u>453 S. Clarizz Blvd.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Bloomington, IN 47401</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR EMERGENCY CONTACT NAME: <u>Ryan Strauser</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
24-HR CONTACT PHONE #: <u>812-360-1503</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
INSURANCE #*: _____ COMPANY: <u>Hylant - Selective</u>		PROJECT NAME: <u>IU Lee Norvelle/Neal Marshall - East Site</u>	
BOND #*: _____ COMPANY: <u>Hylant - Nationwide</u>		PROJECT #: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR. #: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: _____		*IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS : <u>420 sf</u>	
(EXPLAIN): <u>Closure of sidewalk for work / replace at completion</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: <u>NA</u>	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>Sidewalk along Eagleson Ave. in front of building</u>		LINEAL FT OF BORE*: <u>NA</u>	
1ST INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: _____		# OF POLE INSTALLATIONS/REMOVAL: <u>NA</u>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>420 sf</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input checked="" type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>NA</u>	
START DATE: <u>7/3/23</u> END DATE: <u>7/22/23</u> # OF DAYS*: <u>20</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u>	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Ryan M. Strauser</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Ryan M. Strauser</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>4/6/2023</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: <u>24 hours</u> AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

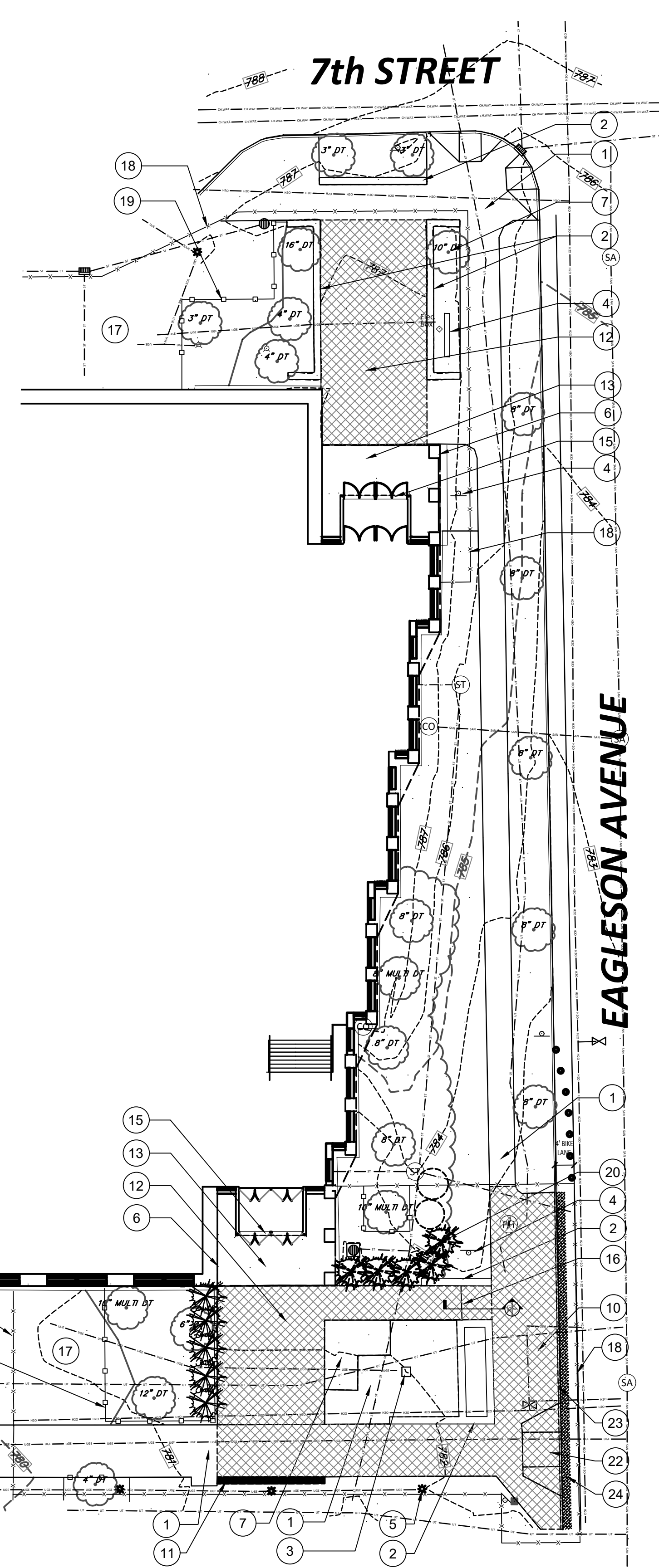
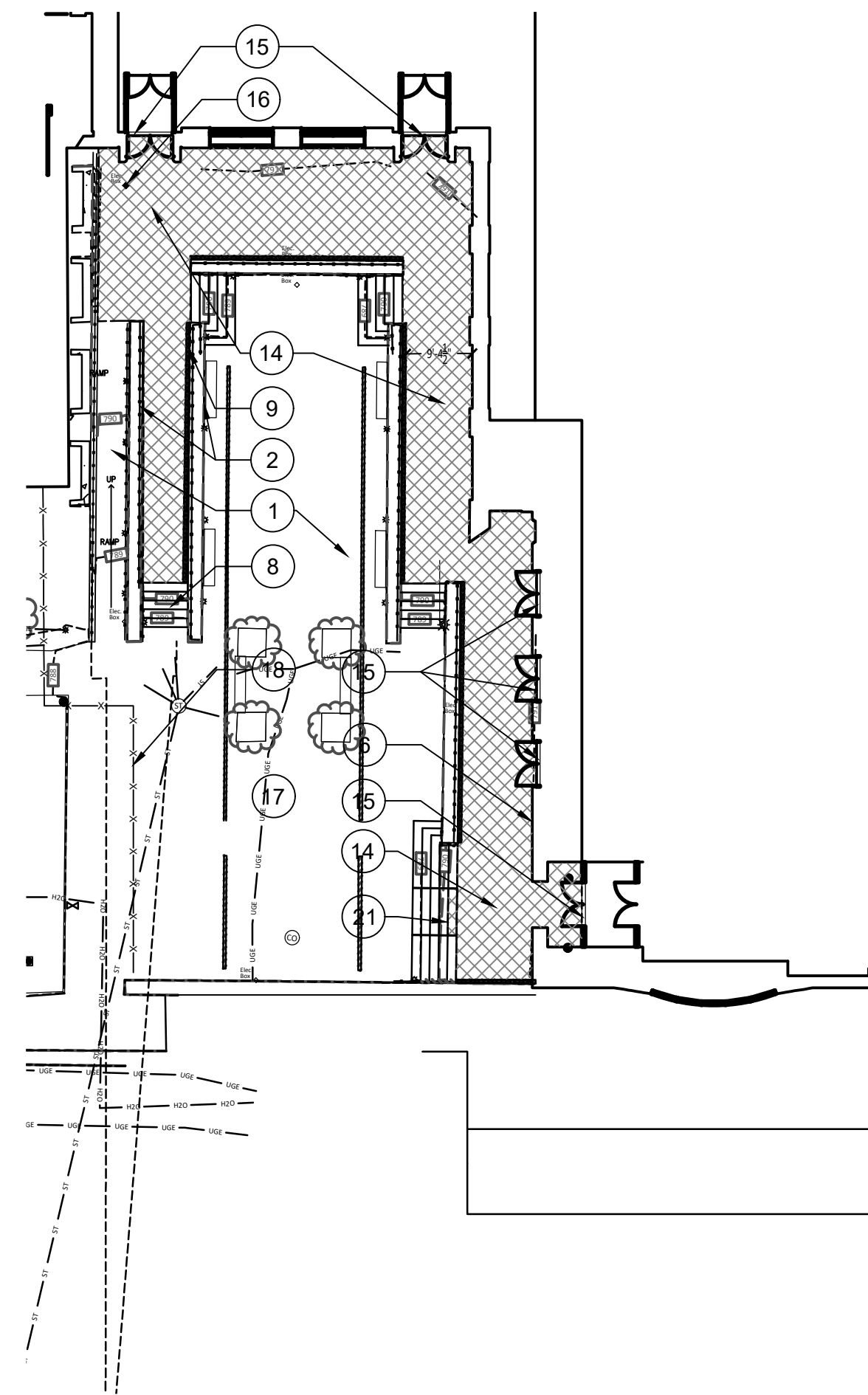
Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



- TYPE III BARRICADE WITH SIGNAGE: -"SIDEWALK CLOSED AHEAD, DETOUR"
- SIGNAGE: -"BIKE LANE CLOSED AHEAD"
- SIGNAGE: -"BIKE LANE CLOSED"
- PROVIDE TRAFFIC CONES, TAPER 40' FROM BIKE LANE CLOSURE, SPACE 5' O.C., TYP.
- N EAGLESON AVE TO REMAIN OPEN BOTH WAYS, TYPICAL
- TYPE III TRAFFIC BARRICADE WITH SIGNAGE: -"SIDEWALK CLOSED AHEAD, DETOUR"
- SIGNAGE: -"BUS STOP CLOSED"

B MAINTENANCE OF TRAFFIC (MOT)
PLAN
 SCALE: NTS



A OVERALL
DEMOLITION PLAN
 SCALE: 1"=20'-0"

DEMOLITION NOTES:

1. EXISTING CONCRETE WALK TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
2. EXISTING STONE WALLS TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
3. EXISTING CLOCK TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
4. EXISTING SIGN TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
5. EXISTING LIGHT POLES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
6. EXISTING BUILDING FACADE SHALL BE PROTECTED DURING CONSTRUCTION.
7. EXISTING PLANTING AREAS TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
8. EXISTING STONE STEPS AND HANDRAILS TO REMAIN AND BE PROTECTED, TYPICAL THROUGHOUT ENTIRE WEST COURTYARD.
9. EXISTING TRENCH DRAINS TO REMAIN AND BE PROTECTED, TYPICAL OF ALL TRENCH DRAINS THROUGHOUT ENTIRE WEST COURTYARD.
10. CITY BUS STOP TO CLOSE DURING CONSTRUCTION. CONTRACTOR TO WORK WITH CITY OF BLOOMINGTON TRANSPORTATION TO DETERMINE NEW LOCATION AND NECESSARY SIGNAGE.
11. EXISTING WALL, VENEER, CAP, FOOTINGS, AND ASSOCIATED ELECTRICAL PANELS AND CONDUIT TO BE REMOVED. BACKFILL WITH TOPSOIL, WITH 18" MIN DEPTH OF SUITABLE PLANTING SOIL. REF SHEET L401 FOR PLANTINGS IN THIS AREA.
12. EXISTING CONCRETE TO BE REMOVED. SUBBASE SHALL REMAIN, BE FREE OF DEBRIS, AND COMPACTED FOR FUTURE USE. PROVIDE NEW COMPACTED GRAVEL AS NEEDED PER DETAIL E/L501.
13. REMOVE AND REPLACE EXISTING SLATE PAVERS THAT ARE DAMAGED. REMOVE MORTAR AND HARD SETTING BED AT DAMAGED PAVERS DOWN TO CONCRETE. REF DETAIL F/L501 FOR NEW PAVERS.
14. EXISTING SLATE PAVERS TO BE REMOVED AND SALVAGED. CONTRACTOR SHALL DOCUMENT EXISTING LAYOUT FOR REINSTALLATION. EXISTING SOFT SETTING BED SHALL BE REMOVED. REINSTALL PER DETAIL F/L501. PROVIDE NEW PAVERS AS NEEDED.
15. EXISTING SLATE THRESHOLDS AT DOORS SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION AND SHALL BE CONSIDERED THE LIMIT FOR PAVEMENT DEMOLITION.
16. EXISTING ENTRY HARDWARE TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
17. STAGING AREA
18. CONSTRUCTION FENCING. REF DETAIL A/L501
19. TREE PROTECTION FENCING. REF DETAIL B/L501
20. EXISTING PLANTINGS TO BE REMOVED.
21. REMOVE AND REPLACE STONE STEP.
22. EXISTING RAMP TO BE REMOVED
23. EXISTING CONCRETE CURB TO BE REMOVED AND REPLACED
24. EXISTING ASPHALT TO BE REMOVED AT CURB. REMOVE ENTIRE 4' WIDE BIKE LANE FOR SEAMLESS BIKE LANE INSTALLATION. SAW CUT FOR CLEAN JOINT. REF DETAIL H/L501.

MOT NOTES:

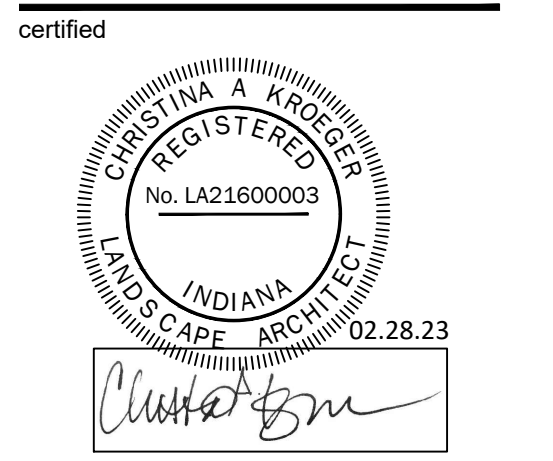
1. THE MOT PLAN PROVIDED IS FOR REFERENCE ONLY AND MAY CHANGE. NOT ALL REQUIRED SIGNAGE AND BARRICADES ARE SHOWN. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE MUTCD, CITY OF BLOOMINGTON STANDARD, THE STANDARD SPECIFICATIONS AND DETAIL SPECIFICATIONS.
2. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO INDIANA UNIVERSITY AND THE CITY OF BLOOMINGTON FOR VARIOUS SEGMENTS OF CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT THEIR PROPOSED TRAFFIC CONTROL PLANS ALONG WITH PROJECT SCHEDULE AND SEQUENCE AS PER THE GENERAL NOTE AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE SIGNS AND PLACEMENT OF SAID SIGNS IN COMPLIANCE WITH THE MUTCD (LATEST EDITION), THE CURRENT INDOT STANDARDS, AND ACCEPTED PLAN FROM IU AND CITY OF BLOOMINGTON.
4. FOR WORK ZONES OCCUPYING A LOCATION FOR A SHORT DURATION (EITHER LESS THAN 1 HR OR A WORK ZONE THAT MOVES INTERMITTENTLY/CONTINUOUSLY), MOVEMENTS FROM EACH END SHALL BE COORDINATED BY FLAGGERS IF TRAFFIC IS FORCED TO USE A SINGLE LANE FOR A LIMITED DISTANCE.
5. WHEN THE TEMPORARY TRAFFIC CONTROL ZONE IS SHORT ENOUGH TO ALLOW A FLAGGER TO SEE FROM ONE END OF THE ZONE TO THE OTHER, TRAFFIC WILL BE CONTROLLED BY A FLAGGER AT EACH END OF THE SECTION.
6. FOR WORK ZONES OCCUPYING A LOCATION GREATER THAN 12 HOURS, BARRICADES AND/OR CONES SHALL BE USED.

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CALL 811 AND 812.382.5544 FOR UTILITY LOCATES.
2. BUILDING FACADE SHALL BE PROTECTED DURING CONSTRUCTION. DAMAGE OCCURRING DURING CONSTRUCTION SHALL BE REPAIRED BY CONTRACTOR TO ARCHITECT/OWNER APPROVAL.
3. GENERAL CONTRACTOR TO FIELD CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS AND LOCATIONS. REPORT DISCREPANCIES TO ARCHITECT.
4. CONTRACTOR SHALL COORDINATE WORK OF OTHER TRADES PRIOR TO START OF CONSTRUCTION.
5. EXISTING TREES SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION. CONSTRUCTION TRAFFIC AND STORAGE OF MATERIAL AND EQUIPMENT UNDER THE DRIP-LINE OF AN EXISTING TREE IS PROHIBITED.
6. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SCHEDULE AN ONSITE MEETING WITH ARCHITECT AND IU REPRESENTATIVE TO REVIEW SCOPE OF WORK AND TREE PROTECTION FENCING.
7. DEMOLISHED MATERIAL SHALL BE HAULED OFF SITE AND DISPOSED OF PROPERLY. BURYING OF DEMOLISHED MATERIAL ON SITE IS PROHIBITED.
8. STRUCTURES, FOOTINGS, SLABS, AND/OR FOUNDATIONS SHALL BE REMOVED COMPLETELY. BACKFILL WITH COMPACTED GRAVEL FILL IF IN AN AREA OF PROPOSED FILL.
9. PAVEMENT AND CURBS NOTED FOR REMOVAL SHALL BE SAWCUT TO FORM A CLEAN EDGE.

LEGEND:

- EXISTING CONCRETE AND STONE PAVERS TO BE REMOVED.
- EXISTING WALL TO BE REMOVED
- EXISTING TO BE REMOVED
- EXISTING TREES TO REMAIN
- EXISTING LIGHT POLE TO REMAIN
- CONSTRUCTION FENCING
- TREE PROTECTION FENCING
- EX OVERHEAD WIRES
- EX STORM SEWER
- EX GAS LINE
- EX UNDERGROUND UTILITY
- EX SANITARY LINE
- EX PHONE LINE
- EX WATER LINE
- EX MAJOR CONTOURS
- EX MINOR CONTOURS
- EX CLEANOUT
- EX SANITARY MANHOLE
- EX CATCH BASIN
- EX ELECTRIC METER
- EX WATER METER
- EX GAS METER
- EX SIGN
- EX PHONE POLE
- EX DOWNSPOUT



project title
INDIANA UNIVERSITY #20222143
BL172 LEE NORVELLE THEATRE DRAMA/
NEAL MARS
 REMODEL EAST SIDE EXTERIOR STAIRS
 275 N. EAGLESON AVE.
 BLOOMINGTON, INDIANA

project information
 PROJECT NUMBER: 22-60
 ISSUE DATE: CDD 04.12.23
 REVISION DATE: -
 DRAWN BY: CK
 CHECKED BY: DG

sheet title
MOT AND DEMOLITION PLANS

sheet number

L.101

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: IU Lee Norvelle / Neal Marshall – East Site Renovations

ADDRESS: 275 N. Eagleson Avenue

ROW Work - PROJECT SCHEDULE: July 3, 2023 – July 22, 2023

WORK WITHIN PUBLIC RIGHTS-OF-WAY:

- Temporary closure of the sidewalk, bike lane and installation of temporary construction fencing in the right of way to allow for construction of sidewalks and curbs adjacent to building site improvements on the east side of the IU Lee Norvelle / Neal Marshall facility.
 - o July 3, 2023 – July 22, 2023
- During this time the sidewalk and bike lane along the east side of Eagleson Avenue will have a continuous closure for install of new sidewalks and curbs.

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: April 25, 2023 at 5:30pm

City Hall – Council Chambers Room #115

IN PERSON or VIRTUAL ZOOM MEETING

LINK TO MEETING:

<https://bloomington.in.gov/boards/public-works>

REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN

THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION

Public comment regarding this request will be accepted at the meeting.

CONTRACTOR:

Strauser Construction Co., Inc.

Ryan Strauser

Email – rmstrauser@strausercci.com

Phone: 812-336-3608

DEVELOPER/OWNER:

The Trustees of Indiana University

Capital Planning & Facilities

107 S. Indiana Avenue

Phone: 812-855-6992



Board of Public Works Staff Report

Project/Event: Request for Lane and Sidewalk Closures along W. 7th Street from Pritchett Brothers, Inc.

Staff Representative: Jason Kerr

Petitioner/Representative: Travis Trisler

Date: April 25, 2023

Report: Pritchett Brothers Inc. is requesting lane and sidewalk closures along W 7th St and along N college Ave. This is in regards to doing work at 120 W 7th St, One City Center. There is roof repairs that are needed at this address. The streets will be closed one at a time and will be open for evening and overnight traffic. The dates of work are scheduled for May 8th, 2023 through May 19th, 2023

Pritchett Brothers Inc. has supplied maintenance of traffic plans for all work on this project.



April 17, 2023

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: 7th Street requested lane restrictions

Dear Board Members:

Pritchett Brothers Inc. has been contracted by CFC Properties to perform a roof top trough repair at One City Center, 120 W. 7th Street. In order to facilitate this project, Pritchett Brothers Inc. is respectfully requesting the temporary closure of the east lane of N. College Avenue between W. 7th Street and W. 8th Street, as well as the closure of the sidewalk along the east side of N. College Avenue between W. 7th Street and W. 8th Street. After the temporary closure of N. College Avenue, we will then need to temporarily close the west bound lane of W. 7th Street between N. College Avenue and the alley located along the east side of the One City Center building (alley located between N. College Avenue and N. Walnut Street). Pritchett Brothers Inc. is requesting these closures between May 8, 2023 through May 19, 2023. At the end of each workday all equipment will be moved from traffic lane when lift/hoist is moved, and the traffic lane and sidewalk will be opened back up until work resumes the following workday.

Pritchett Brothers Inc. is contracting with Security Pro 24/7 for traffic control, temporary traffic devices, and site set-up for the proposed closures.

Kind regards,

Derrick Rude
Production Manager
derrickr@pritchettbros.com
812-276-3331

Pritchett Brothers Inc.
108 Briarwood Lane
Bedford, IN 47421

SECURITY PRO 24/7



Security Pro 24/7 One City Center 120 W 7th Street Traffic Control Plan

James Witmer
Security Pro 24/7
jwitmer@securitypro247.com

Security Pro 24/7 will provide the MOT (Movement of Traffic) equipment and staffing as requested by Pritchard Brothers Construction

Traffic Control Plan



MOT Equipment Key

-  Lane Closed Ahead
-  Cones
-  Sidewalk Closed Sign
-  Orange Polymer Fencing
-  Type III Barricade
-  Lighted Arrow Board
-  Traffic Flagger

Equipment will be moved from traffic lane when lift/hoist is moved.

Sidewalks would open after work is completed for the day.





Board of Public Works Staff Report

Project/Event: Landmark Urban Construction (The Standard)
Staff Representative: Jason Kerr
Petitioner/Representative: Eric Schulte
Date: April 25, 2023

Report: The Standard at Bloomington, LLC is requesting a full street closure of E 14th St between Dunn St and N Walnut St. The dates of the requested closure will be between May 8th, 2023 and July 21st, 2023.

The closure is for reconstruction of the roadway along E 14th St. The reconstruction is planned to be done in 3 phases to allow access to all properties along E 14th St during the construction.

There has been maintenance of traffic plans submitted for all 3 phases that will be followed. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

April 13th, 2023

Dear Nearby Property Owner,

The Standard at Bloomington, LLC is continuing to perform work associated with the redevelopment of the former Brownstone Terrace Apartments site. As part of those efforts, The Standard at Bloomington, LLC is requesting a phased full closure of E. 14th Street between Dunn and Walnut Streets between May 8th, 2023 and July 21st, 2023. This closure is being requested so that E. 14th Street can be repaved per our approved plan set. The full closure will be split into 3 phases to allow access to all properties along 14th street during this construction.

The request to restrict public rights-of-way for this project will be heard by the City of Bloomington Board of Public Works on **Tuesday April 25th, 2023 at 5:30pm**. The meeting will be held in the City Council Chambers (Room #115) of City Hall (Showers Building) located at 401 N Morton St, Bloomington, IN 47404. A virtual option is available and the link/phone numbers can be found by visiting the City of Bloomington Board of Public Works website at <https://bloomington.in.gov/boards/public-works>. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road closures at this time.

Anyone not able to attend this public meeting may submit comments via phone or email to Eric Schulte at 814-571-3450 or Eric.Schulte@LandmarkProperties.com. These comments will be read at the Board of Public Works meeting.

Anyone with concerns during construction may contact Eric Schulte, Project Manager – Landmark Construction at 814-571-3450 or Eric.Schulte@LandmarkProperties.com.

Regards,

Kendall Knoke
Smith Design Group, Inc.
812-336-6536 Ext. 3
kknoke@smithdginc.com

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder



Project Location Map, North is Up, N.T.S.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A. Stephen
L. Smith, Founder

April 13, 2023

City of Bloomington Board of Public Works
401 N Morton St Suite 120
Bloomington, IN 47404

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is requesting a phased full closure of E. 14th Street between Dunn and Walnut Streets between May 8th, 2023 and July 21st, 2023. This closure is being requested so that E. 14th Street can be repaved per our approved plan set. The full closure will be split into 3 phases to allow access to all properties along 14th street during this construction.

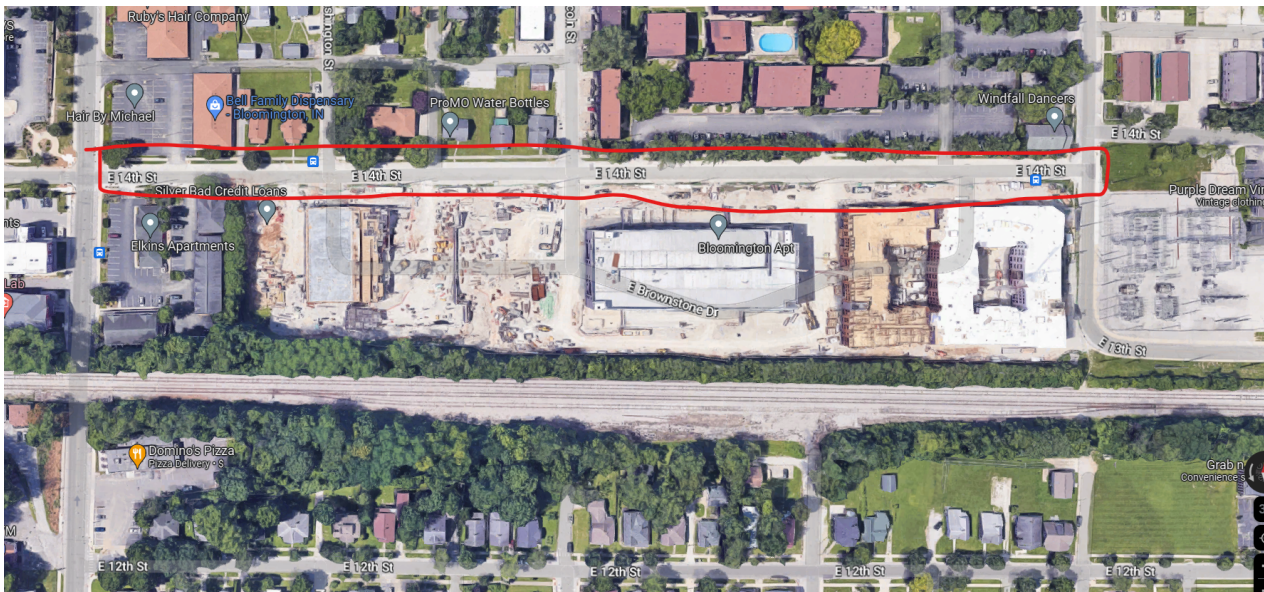
The contractor will control traffic by following a maintenance of traffic plan included with this submittal for your review.

We appreciate your consideration of this request and are happy to answer any questions regarding these proposed closures.

Regards,

Kendall Knoke
Smith Design Group, Inc. 812-336-6536
Ext. 3 kknoke@smithdginc.com

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A. Stephen
L. Smith, Founder



Project Location Map, North is Up, N.T.S.

**AFFIDAVIT OF NOTICE TO INTERESTED PARTIES
OF PUBLIC HEARING OF THE BLOOMINGTON
BOARD OF PUBLIC WORKS**

STATE OF INDIANA)
COUNTY OF MONROE) SS:

I, Kendall Knoke, BEING FIRST DULY SWORN, DO HEREBY
(Printed name of person mailing letters)
CERTIFY THAT NOTICE TO INTERESTED PARTIES OF THE PUBLIC HEARING BY THE
BLOOMINGTON BOARD OF PUBLIC WORKS, to consider the application

of: The Standard at Bloomington, LLC
(Name of person on application)

Requesting: Multi-Phase Road Closure

Located at: E 14th St between N Walnut St and N Dunn St

Was sent by REGULAR FIRST CLASS MAIL to the last known address of all INTERESTED PARTIES (A list of Interested Parties and a copy of said notice are attached and made part of this affidavit).

Said notices were deposited by me in the United States Mail on the 14 Day of April, 2023, being at least twenty-one (21) days prior to the date of first Public Hearing.

I swear and affirm under penalties for perjury that the foregoing representations are true.



[Signature]
(Signature of person mailing letters)

State of Indiana)
County of Monroe) SS:

Subscribed and sworn to before me this 14th day of April, 2023.

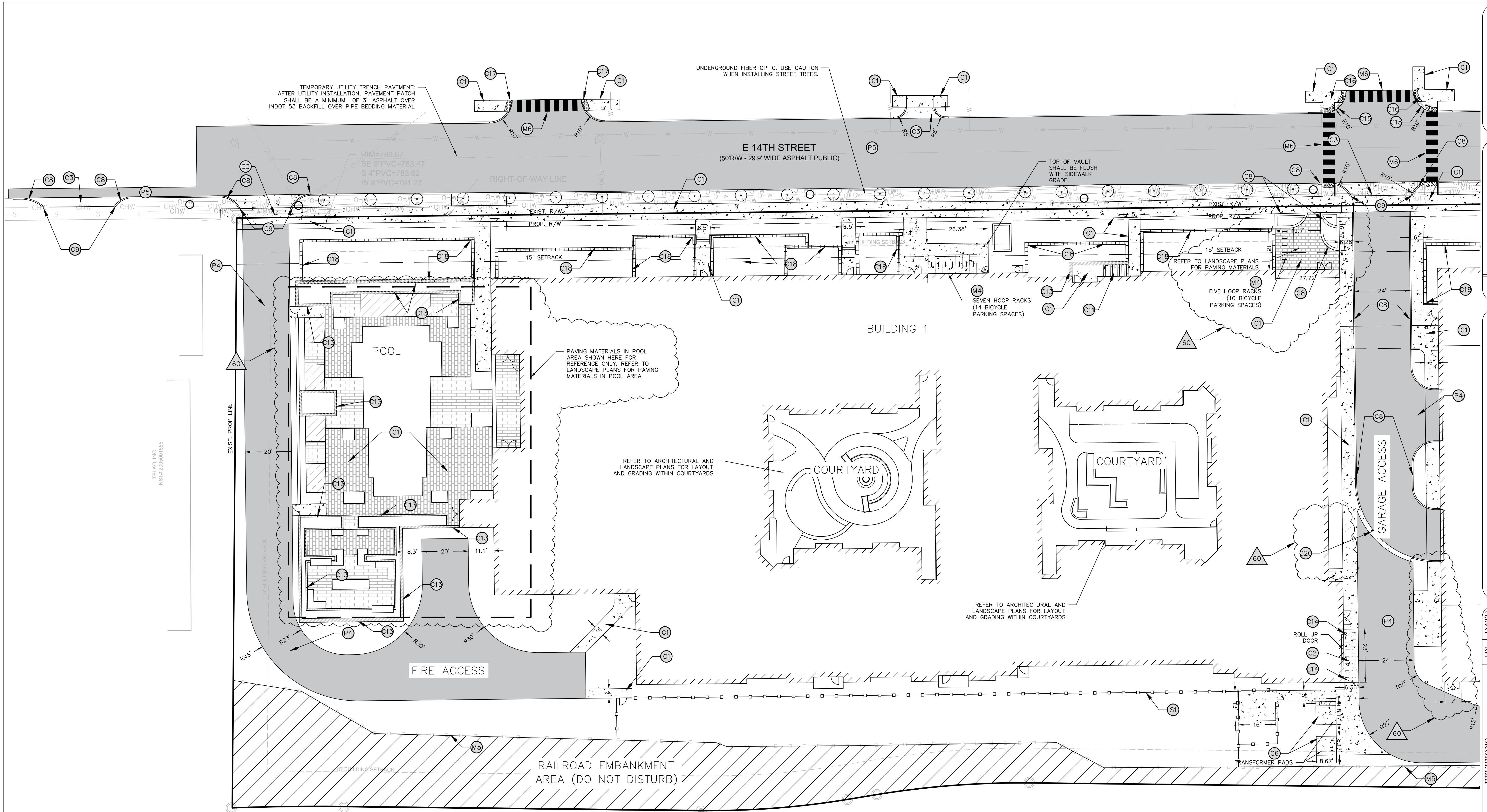
Carol Eads Carol Eads
Notary Public Printed

Residing in Lawrence County My Commission expires 9/9/2025

REVISIONS	BY	DATE

DESIGNED BY	CHECKED BY	DATE
KCK, DJK	KCK, DJK	4/22/21

JOB NUMBER	SHEET
5919	C201
DATE	07/21/2022
BUILDING 1 SITE PLAN	



SITE PLAN KEY NOTES

- P2 RESTORE PAVEMENT DISTURBED FOR UTILITY INSTALLATIONS PER THE CITY DETAIL ON THE DETAILS SHEETS
- P4 ASPHALT PAVEMENT FOR PRIVATE SITE PER DETAIL ON DETAILS SHEET
- P5 FULL DEPTH PAVEMENT WITHIN CITY OF BLOOMINGTON PUBLIC RIGHTS OF WAY PER DETAIL ON DETAILS SHEET
- C1 CONCRETE WALK PER DETAIL ON DETAILS SHEET
- C2 CONCRETE PAD
8" THICK CONCRETE, 4000 PSI
8" INDOT #53 COMPACTED AGGREGATE BASE
6X6-4/4 WELDED WIRE FABRIC REINFORCEMENT
- C3 CONCRETE DRIVE APRON PER INDOT CLASS III DRIVE DETAILS ON DETAILS SHEET (SEE GRADING PLAN FOR GRADING DETAILS)
- C4 CONCRETE PAVEMENT
6" THICK CONCRETE, 4000 PSI
6" INDOT #53 COMPACTED AGGREGATE BASE

- C5 CONCRETE CURB AND GUTTER PER DETAIL ON DETAILS SHEET
- C6 ELECTRIC TRANSFORMER VAULT/PAD (SEE DUKE ENERGY DETAILS ON DETAILS SHEET)
- C7 WATER VAULT (SEE UTILITY PLAN)
- C8 6" CONCRETE CURB PER DETAIL ON DETAILS SHEET
- C9 TRANSITION FROM 6" CURB REVEAL TO FLUSH WITH WALK (SEE GRADING PLAN)
- C10 ACCESSIBLE RAMP WITH HANDRAILS (SEE GRADING PLAN AND ARCHITECTURAL PLANS)
- C11 CONCRETE STAIRWAY WITH HANDRAILS (SEE GRADING PLAN AND ARCHITECTURAL PLANS)
- C12 DEPRESSED CORNER CONCRETE CURB RAMP (SEE GRADING PLAN AND DETAIL ON DETAILS SHEET)
- C13 CONCRETE WALL (SEE ARCHITECTURAL PLANS)
- C14 6" DIAMETER CONCRETE FILLED PIPE BOLLARD.

- C15 CURB RAMP TO HAVE FLARED SIDES (SEE GRADING PLAN)
- C16 PAIRED PERPENDICULAR CONCRETE CURB RAMP (SEE GRADING PLAN AND DETAIL ON DETAILS SHEET)
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- C18 SEGMENTAL BLOCK RETAINING WALL (SEE GRADING PLAN, ARCHITECTURAL PLAN, AND LANDSCAPE PLANS FOR MORE DETAILS. CONTRACTOR SHALL PROVIDE CERTIFIED SHOP DRAWINGS FOR REVIEW BY ENGINEER)
- C19 5' BY 8" CONCRETE BUS STOP PAD. SEE SHEET C203 FOR BUS STOP LOCATION. COORDINATE LOCATION AND PERMANENT SIGNAGE WITH BLOOMINGTON TRANSIT. SEE DEMO SHEET FOR EXISTING BUS STOP SIGN DEMO LOCATION.
- C20 CONCRETE ROLL CURB. SEE DETAIL ON SHEET C700.
- C21 PARALLEL CONCRETE CURB RAMP (SEE GRADING PLAN AND DETAIL ON DETAILS SHEET)
- C22 PARALLEL CONCRETE CURB RAMP (SEE GRADING PLAN AND DETAIL ON DETAILS SHEET). NO DETECTABLE WARNINGS ARE REQUIRED FOR DRIVEWAYS BEGIN NEW WALK AT TERMINUS OF EXISTING WALK
- C23

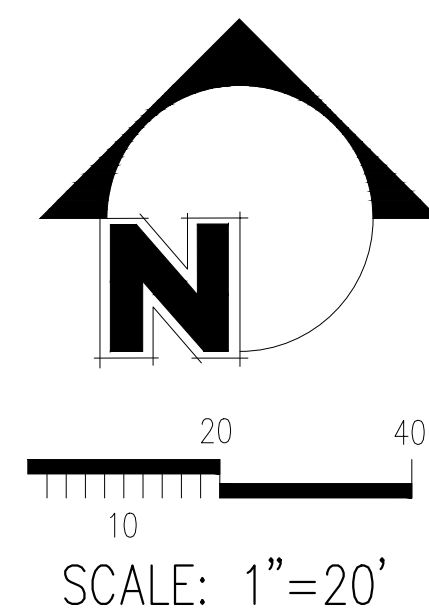
- M1 TRASH AND RECYCLING DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)
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- M5 THE EXISTING FENCE IS DELINEATING THE EDGE OF THE RAILROAD EMBANKMENT AND MAY NOT BE DISTURBED.
- M6 5' X 24" WHITE EPOXY OR THERMOPLASTIC PEDESTRIAN CROSSWALK STRIPING
- M7 7' X 24" WHITE EPOXY OR THERMOPLASTIC PEDESTRIAN CROSSWALK STRIPING
- S1 6" HIGH SCREEN FENCE. COORDINATE LOCATION WITH LANDSCAPE PLAN FOR MATERIAL AND LOCATION.

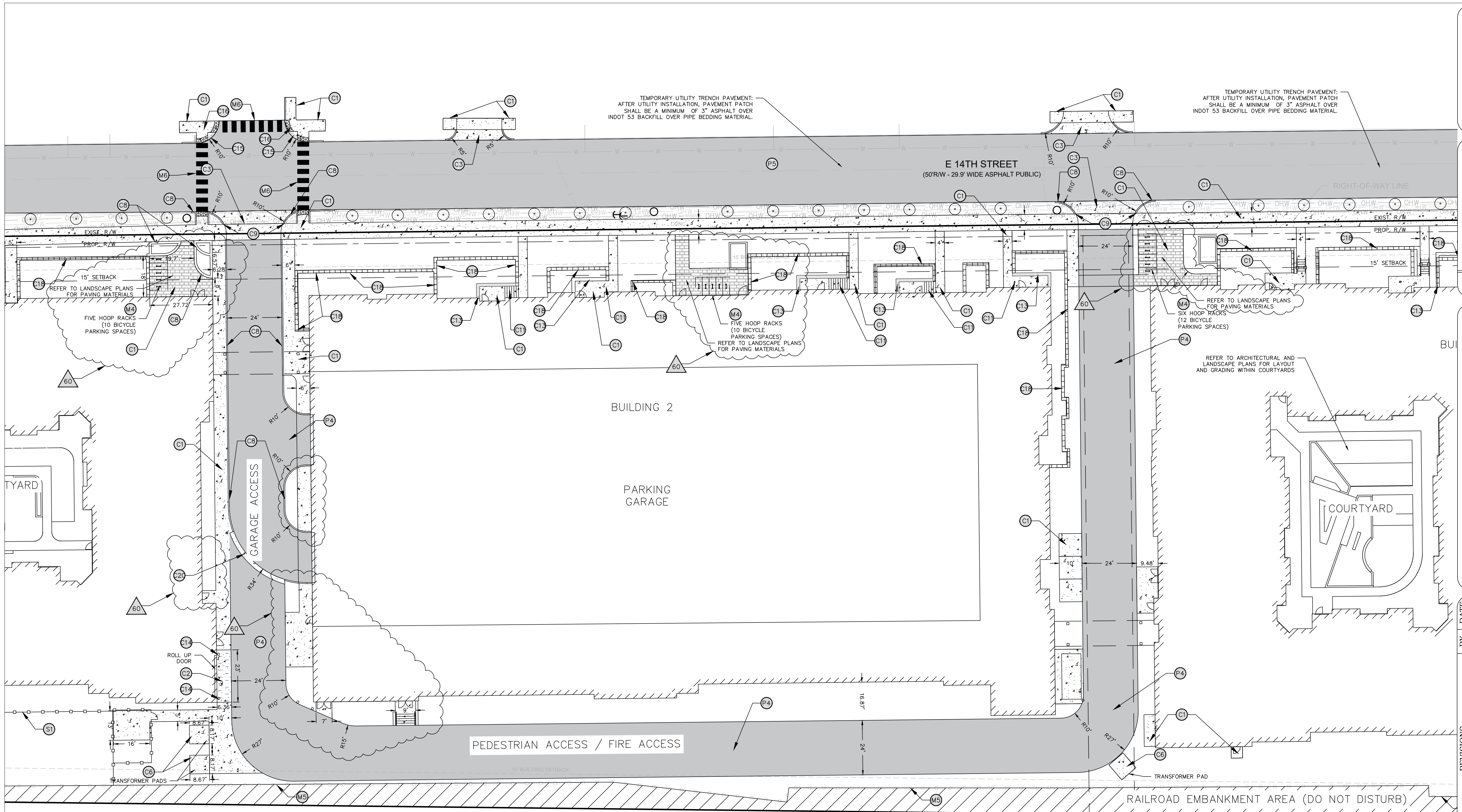
SITE LEGEND

- AREAS OF PROPOSED ASPHALT PAVEMENT
- AREAS OF PROPOSED CONCRETE
- STREET TREE. SEE LANDSCAPE PLANS FOR LOCATION AND SPECIES

SITE NOTES

REMOVE EXISTING BUS STOP SIGNS ON 14TH STREET (2) AND RETURN TO BLOOMINGTON TRANSIT. TEMPORARY BUS STOP SIGNAGE (PROVIDED BY BLOOMINGTON TRANSIT) TO BE INSTALLED AS DIRECTED BY BLOOMINGTON TRANSIT DURING THE PROJECT. PERMANENT BUS STOP SIGNAGE TO BE INSTALLED AT THE CONCLUSION OF THE PROJECT AS DIRECTED BY BLOOMINGTON TRANSIT.



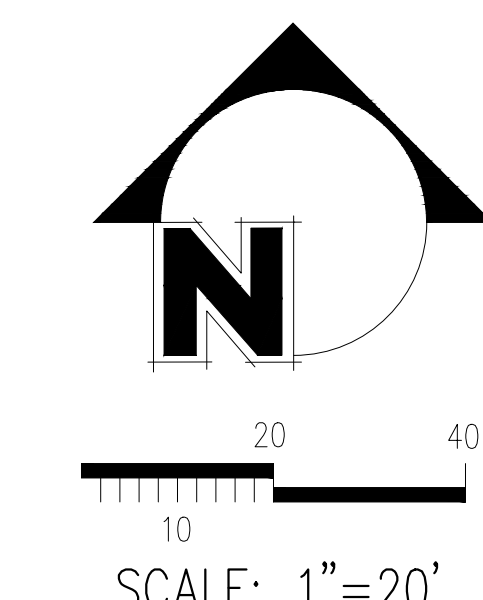


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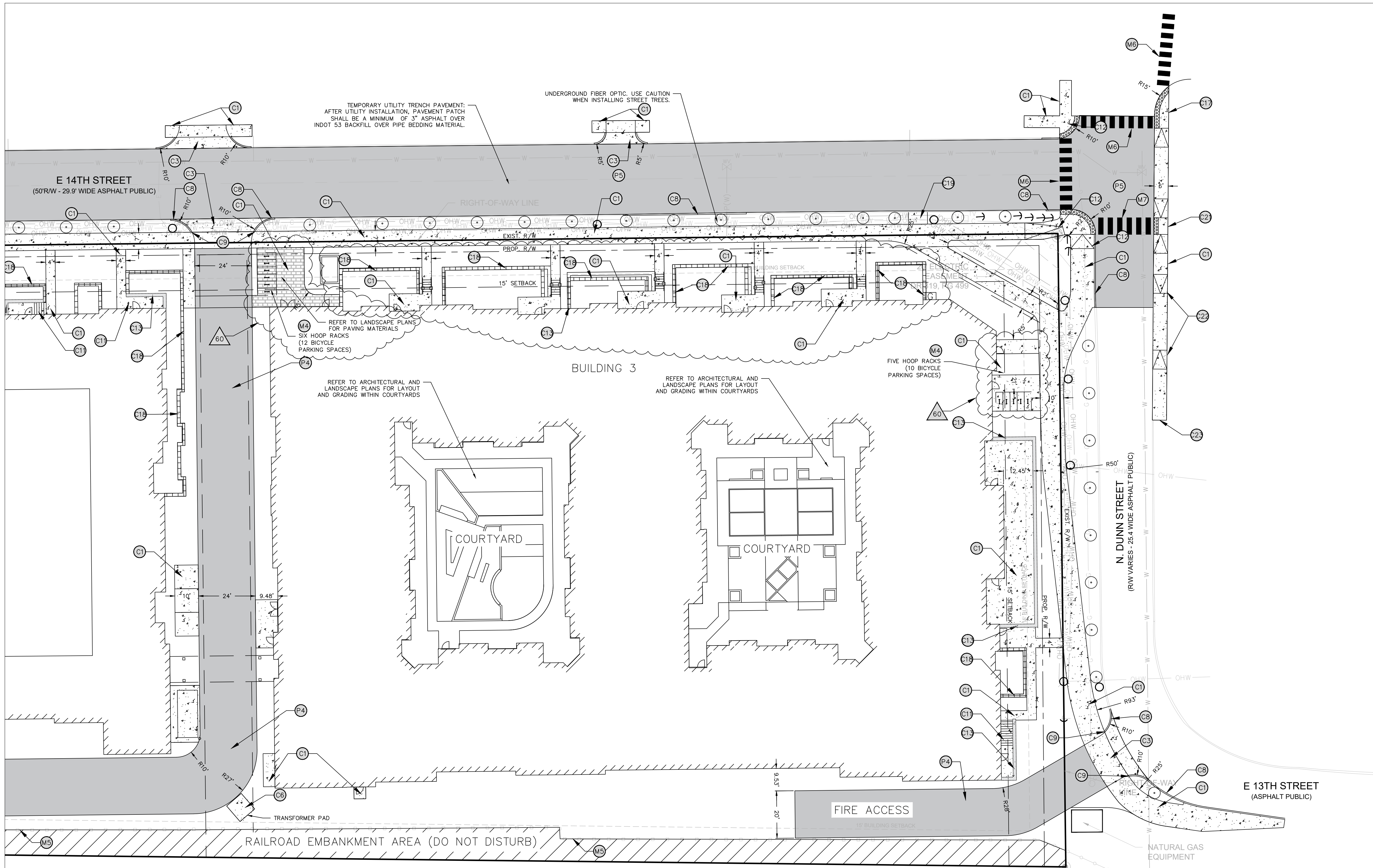
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- AREAS OF PROPOSED CONCRETE [Symbol]
- STREET TREE. SEE LANDSCAPE PLANS FOR LOCATION AND SPECIES [Symbol]



REVISIONS	BY	DATE
AS IS UNDATED REFERENCED PAVING MATERIALS, REMOVED DOWNWARD, UNDATED WALL LOCATIONS	KCK	07/20/21

DESIGNED BY: KCK, DJK
 CHECKED BY: KCK, DJK
 DATE: 4/22/21

JOB NUMBER: 5919
 SHEET: C202
 DATE: 07/21/2022
 BUILDING 2 SITE PLAN



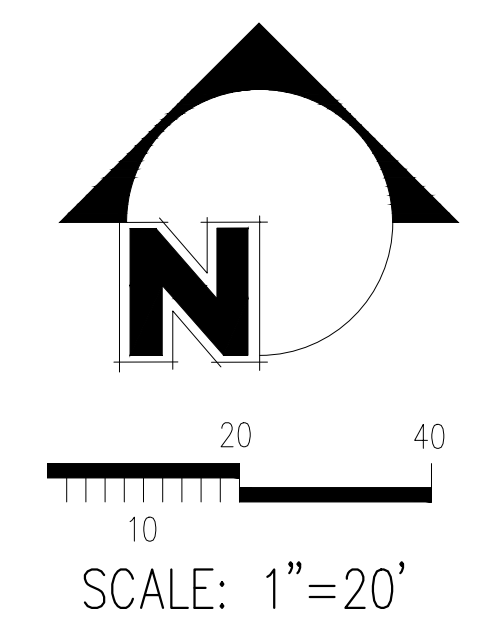
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- S1 6' HIGH SCREEN FENCE. COORDINATE LOCATION WITH LANDSCAPE PLAN FOR MATERIAL AND LOCATION.

SITE LEGEND

- AREAS OF PROPOSED ASPHALT PAVEMENT
- AREAS OF PROPOSED CONCRETE
- STREET TREE. SEE LANDSCAPE PLANS FOR LOCATION AND SPECIES



REVISIONS	BY	DATE
REVISED BUILDING 3 PLANTER AREAS	KCK	04/29/22
AS 12.1 UPDATED REFERENCE PAVING MATERIALS	KCK	07/20/23

DESIGNED BY	DRAWN BY	CHECKED BY	DATE
KCK, DJK	KCK, DJK	KES	4/22/21

JOB NUMBER
5919
 SHEET
C203
 DATE
 07/21/2022
 BUILDING 3 SITE PLAN



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 450 E. 14th Street - Bloomington, IN

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Eric Schulte - Landmark Urban Construction
E-MAIL: eric.schulte@landmarkproperties.com
COMPANY: Landmark Urban Construction
ADDRESS: 315 Oconee Street
CITY, STATE, ZIP: Athens, GA 30601
24-HR EMERGENCY CONTACT NAME: Ed Tipton
24-HR CONTACT PHONE #: (480) 793-1657

ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

****SUBCONTRACTOR INFORMATION****
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: RH Marlin and Milestone

IS THIS A CBU* COUNTY* IU* NP* PROJECT?

PROJECT NAME: _____

PROJECT #: _____

PROJECT MGR.: _____

PROJECT MGR. #: _____

*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY

*IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

POD/DUMPSTER CRANE SCAFFOLDING CONSTRUCTION USE* GAS ELECTRIC SANITARY SEWER WATER
 TELECOM OTHER (EXPLAIN):

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): E. 14th Street and Dunn Street (Phase 1 Closure)

SIDEWALK* ROAD CLOSURE LANE CLOSURE: 1 2 3

BIKE LANE BUS STOP ON-STREET PARKING* ALLEY

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES

START DATE: 5/8/2023 END DATE: 6/1/2023 # OF DAYS*: 24

REQUESTED CLOSURE HOURS: 24 HRS AM - _____ PM

*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS : 14,000sf

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*:

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL: _____

LxWxD OF SIDEWALK RECONSTRUCTION*: 200LF

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*:

*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 450 E. 14th Street - Bloomington, IN

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Eric Schulte - Landmark Urban Construction
E-MAIL: eric.schulte@landmarkproperties.com
COMPANY: Landmark Urban Construction
ADDRESS: 315 Oconee Street
CITY, STATE, ZIP: Athens, GA 30601
24-HR EMERGENCY CONTACT NAME: Ed Tipton
24-HR CONTACT PHONE #: (480) 793-1657
ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

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(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: RH Marlin and Milestone

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B. WORK DESCRIPTION:

POD/DUMPSTER CRANE SCAFFOLDING CONSTRUCTION USE* GAS ELECTRIC SANITARY SEWER WATER
 TELECOM OTHER (EXPLAIN):

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): E. 14th Street (Phase 2 Closure)

SIDEWALK* ROAD CLOSURE LANE CLOSURE: 1 2 3

BIKE LANE BUS STOP ON-STREET PARKING* ALLEY

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES

START DATE: 6/1/2023 END DATE: 7/1/2023 # OF DAYS*: 30

REQUESTED CLOSURE HOURS: 24 HRS AM - _____ PM

*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS : 35,000 sf

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*:

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL: _____

LxWxD OF SIDEWALK RECONSTRUCTION*: 300LF

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

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*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 450 E. 14th Street - Bloomington, IN

A. APPLICANT/AGENT INFORMATION:	
APPLICANT NAME: <u>Eric Schulte - Landmark Urban Construction</u>	**SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>RH Marlin and Milestone</u> IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
E-MAIL: <u>eric.schulte@landmarkproperties.com</u>	
COMPANY: <u>Landmark Urban Construction</u>	
ADDRESS: <u>315 Oconee Street</u>	
CITY, STATE, ZIP: <u>Athens, GA 30601</u>	
24-HR EMERGENCY CONTACT NAME: <u>Ed Tipton</u>	
24-HR CONTACT PHONE #: <u>(480) 793-1657</u>	
ADDITIONAL INFO:	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	
B. WORK DESCRIPTION:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> SANITARY SEWER <input type="checkbox"/> WATER <input type="checkbox"/> TELECOM <input type="checkbox"/> OTHER (EXPLAIN): _____ *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	
WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED? STREET NAME(S): <u>E. 14th Street (Phase 3 Closure)</u> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> BIKE LANE <input type="checkbox"/> BUS STOP <input type="checkbox"/> ON-STREET PARKING* <input type="checkbox"/> ALLEY *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW *ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES START DATE: <u>7/5/2023</u> END DATE: <u>7/21/2023</u> # OF DAYS*: <u>16</u> REQUESTED CLOSURE HOURS: <u>24 HRS</u> AM - _____ PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) ADDITIONAL NOTES: _____	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS : <u>5,000 sf</u> *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____ *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: _____ *BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS # OF POLE INSTALL/REMOVAL: _____ LxWxD OF SIDEWALK RECONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE # OF DRIVEWAY INSTALLATIONS: _____
C. INDEMNIFICATION AGREEMENT:	
The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: _____ DATE: _____	
 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Request from IU
Staff Representative: Jason Kerr
Petitioner/Representative: Scot Osborn
Date: April 25, 2023

Report: IU is requesting a road closure at Fee Ln and Law Ln. This will include sidewalk closures as well. This request is to accommodate work on a steam lines in the area.

The sidewalk closure will be along the west side of N Fee Ln between 11th and 13th streets, and on the east side of Fee Ln between Law Ln and the RR overpass. The road detour will lead vehicles to 17th St and 10th St. A proper MOT has been included.

IU will coordinate with CBU, EMS, and transit providers to communicate this information. These closures are for the dates of May 15th through June 30th, 2023



INDIANA UNIVERSITY

REAL ESTATE DEPARTMENT

Bloomington

March 28, 2023

Via Electronic Delivery

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: E. Law Lane/ Fee Lane requested lane restrictions

Dear Board Members:

Indiana University ("IU") is planning to remove a problem steam manhole on Law Lane near Fee Lane. In order to facilitate this project, IU is respectfully requesting the temporary closure of Law Lane and Fee Lane, as well as the closure of the sidewalk along the west sides of N. Fee Lane between 11th and 13th streets., and on the east side of Fee Lane between Law Lane and the Rail Road overpass in accordance with the attached Management of Traffic Plan. IU is requesting these closures from May 15th through June 30th, with potential lane openings during construction.

IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions closure referenced above from May 15th through June 30th, 2023.

Kind regards,

Indiana University Utilities Distribution Manager

cc: Roy Aten, City of Bloomington Engineering
Adam Wason, Director, City of Bloomington Public Works
Mark Menefee Indiana University Utilities Director



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS
OF RIGHT OF WAY ACTIVITY: N. Fee lane & E. Low lane

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: INDIANA UNIVERSITY
E-MAIL: SCOSBORN@IU.EDU
COMPANY: _____
ADDRESS: 820 N. WALNUT GROVE
CITY, STATE, ZIP: BLOOMINGTON, IN. 47405
24-HR EMERGENCY CONTACT NAME: SCOT OSBORN
24-HR CONTACT PHONE #: 812-360-6159
ADDITIONAL INFO: _____
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

****SUBCONTRACTOR INFORMATION****

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Indeegar Construction
IS THIS A CBU* COUNTY* IU* NP* PROJECT?
PROJECT NAME: MULTI BUILDING STEAM SERVICE REPL.
PROJECT #: 20181035
PROJECT MGR. MARK MENEFFEE
PROJECT MGR. #: 812-855-7248
*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
*IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

POD/DUMPSTER CRANE SCAFFOLDING CONSTRUCTION USE* GAS ELECTRIC SANITARY SEWER WATER
 TELECOM OTHER (EXPLAIN): Steam line replacement
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): Fee and Low lane
 SIDEWALK* ROAD CLOSURE LANE CLOSURE: 1 2 3
 BIKE LANE BUS STOP ON-STREET PARKING* ALLEY
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW
*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES
START DATE: 9-15-23 END DATE: 6-30-23 # OF DAYS*: 45
REQUESTED CLOSURE HOURS: 7 AM - 6 PM
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)
ADDITIONAL NOTES: For a steam line replacement at intersection of Fee lane and low lane

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: 230x8x8
*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
LxWxD OF NON-PAVEMENT* EXCAVATIONS: 25x8x8
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
LINEAL FT OF BORE*: —
*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS
OF POLE INSTALL/REMOVAL: —
LxWxD OF SIDEWALK RECONSTRUCTION*: 25'
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
LxWxD OF SIDEWALK NEW CONSTRUCTION*: —
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
OF DRIVEWAY INSTALLATIONS: —

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE

PRINT NAME: SCOT OSBORN
SIGNATURE: [Signature]
DATE: 3/6-23



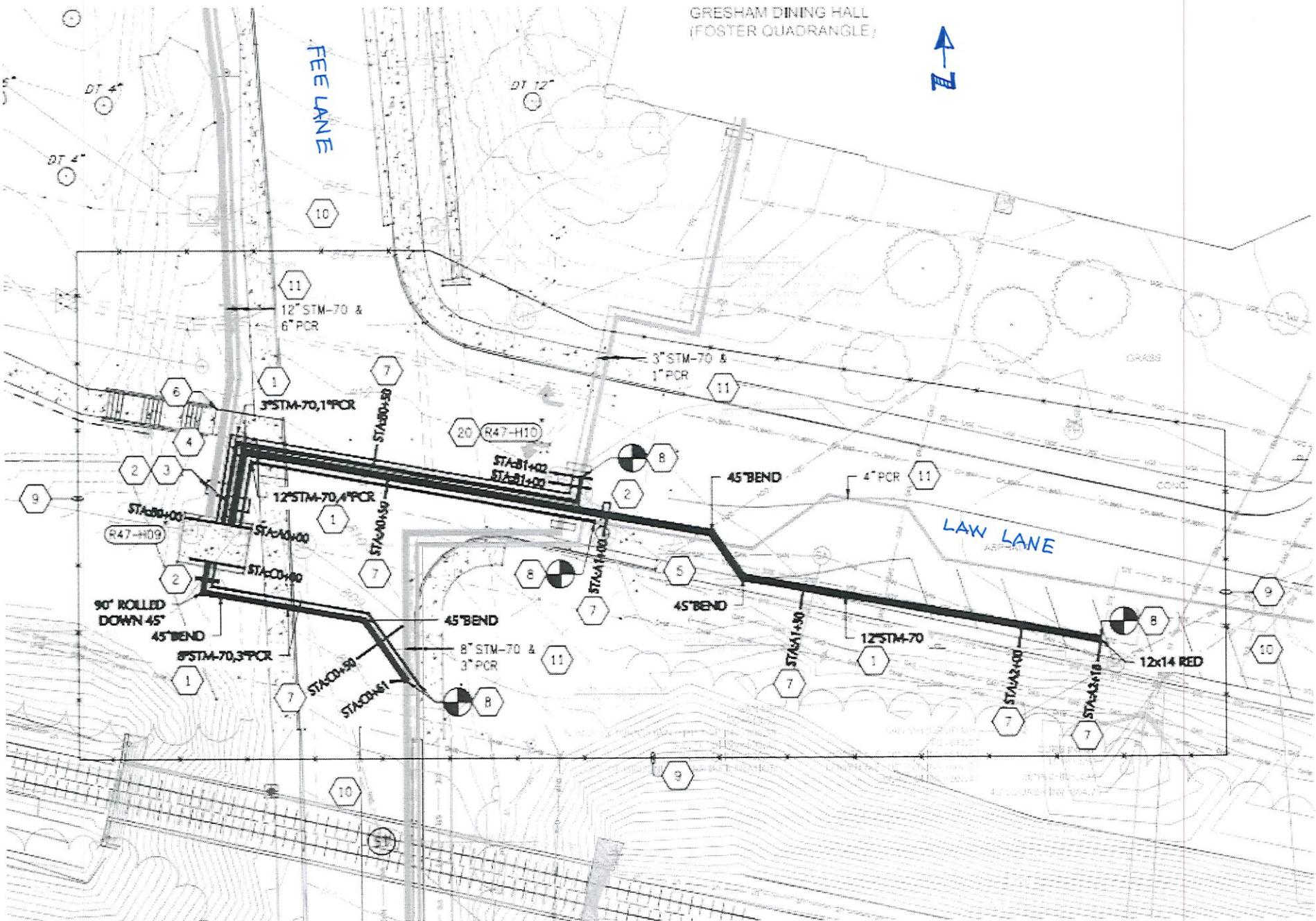
TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG.
IT'S THE LAW.

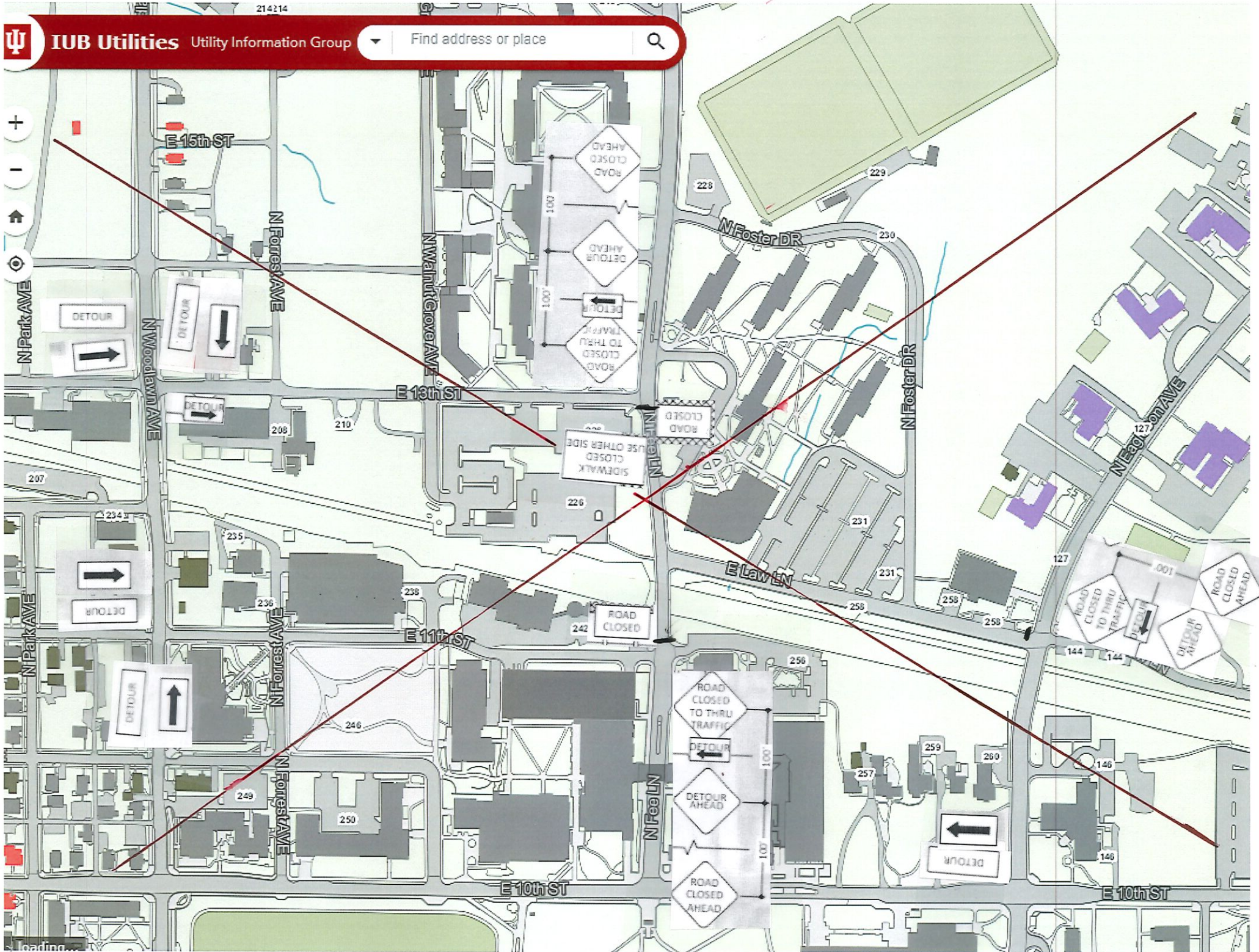
For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

GRESHAM DINING HALL
(FOSTER QUADRANGLE)





E 15th ST

N Forest AVE

N Walnut Grove AVE

N Foster DR

E 13th ST

N Foster DR

N Eagle Run AVE

E 11th ST

E Lawn LN

E 10th ST

E 10th ST

DETOUR

DETOUR

DETOUR

DETOUR

DETOUR

DETOUR

ROAD CLOSED
SIDEWALK CLOSED
USE OTHER SIDE

ROAD CLOSED

ROAD CLOSED TO THRU TRAFFIC
DETOUR

DETOUR AHEAD

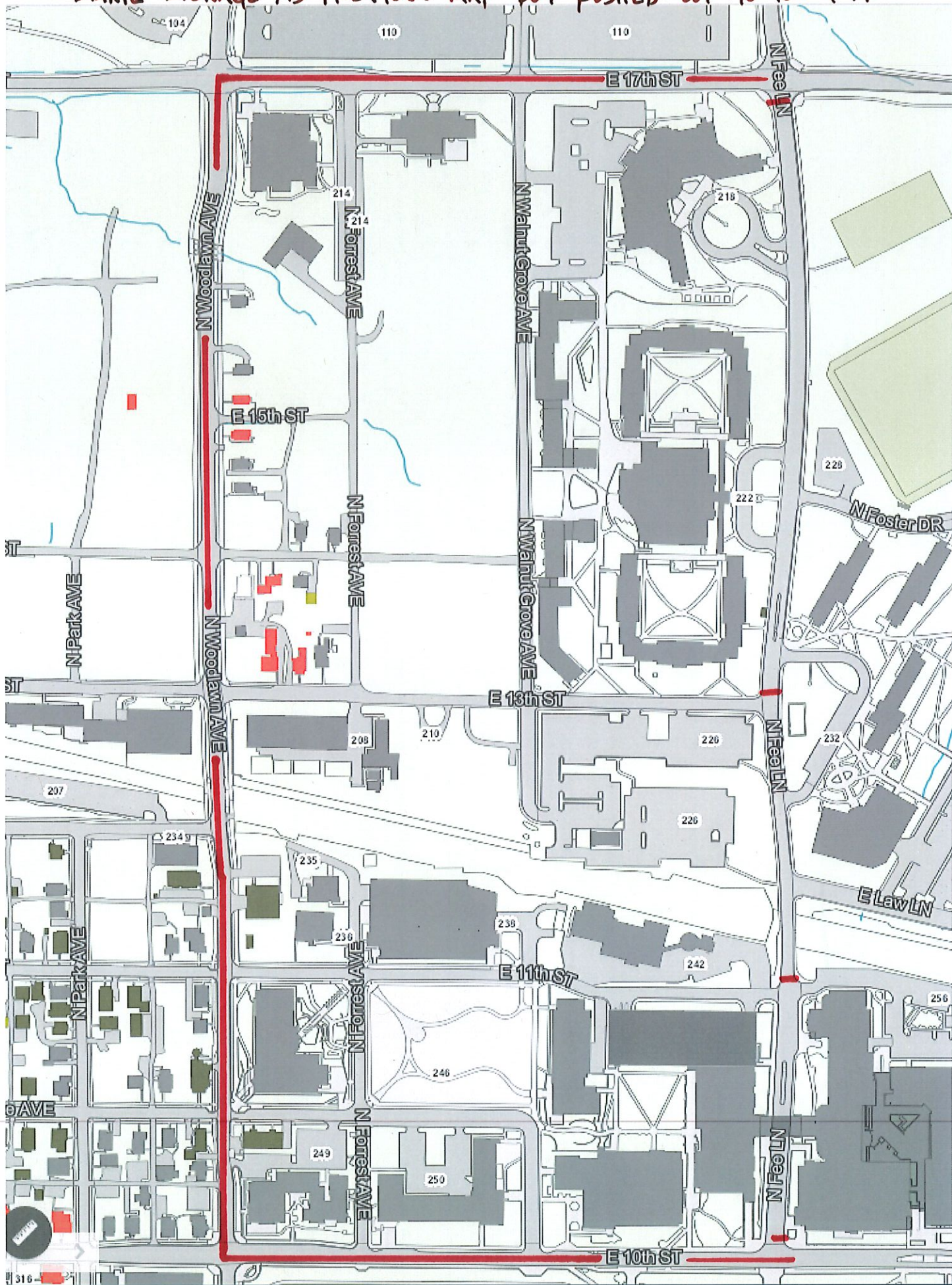
ROAD CLOSED AHEAD

ROAD CLOSED TO THRU TRAFFIC
DETOUR

ROAD CLOSED AHEAD

DETOUR

- SAME SIGNAGE AS PREVIOUS MAP BUT PUSHED OUT TO 10th & 17th





Board of Public Works Staff Report

Project/Event:	Lane and Sidewalk Closures along S Walnut St near S Cherry St
Staff Representative:	Alex Gray
Petitioner/Representative:	Duke Energy
Date:	April 25 th , 2023

Report: Duke Energy is requesting a lane and sidewalk closure along S Walnut St near S Cherry St and Hoosier St. The lane and sidewalk closure will be on the southbound side of S Walnut St on either side of Hoosier St so that Duke can remove and replace 3 power poles. Two of these power poles are on the north side of Hoosier St just behind the residents along S Cherry St. The third power pole is just south of Hoosier St. The work will take 5 days, starting on June 12th, 2023 and ending on June 16th, 2023.



April 19, 2023

Via Electronic Delivery

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

RE: MOT Plan for Duke WO 47853367

Dear Board Members:

Duke Energy is planning to project at 2805 Cherry Street (rear of residence) In order to facilitate this project, Duke is respectfully requesting the temporary closure of S Walnut Street between Pinewood Drive, Hoosier Street and E Ridgeview Drive, as well as the closure of the sidewalk along S Walnut Street. In accordance with the attached Management of Traffic Plan. Duke is requesting these closures from June 12th though June 16th.

Duke will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement and transit providers to assure that this restriction and closer information is well communicated. Therefore, Duke respectfully requests that the Board of Public Works approves the restrictions closure referenced above from June 12th through June 16th.

Please notify us if our attendance to this board meeting is required or recommended.

Sincerely,

Cindy Edelen – Representing Duke Energy



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 2805 Cherry Street

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Cindy Edelen</u> E-MAIL: <u>ocmpermits@ocmggroups.com</u> COMPANY: <u>Duke Energy c/o OCM Engineering</u> ADDRESS: <u>1728 Churchman Ave</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46203</u> 24-HR EMERGENCY CONTACT NAME: <u>Sam Sluis</u> 24-HR CONTACT PHONE #: <u>317-14-5648</u> INSURANCE #*: <u>570096263877</u> COMPANY: <u>Aon Risk Services South Inc.</u> BOND#*: _____ COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Duke Energy</u>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD <input checked="" type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Cherry Street</u> 1ST INTERSECTING STREET NAME: <u>S Walnut Street</u> 2ND INTERSECTING STREET NAME: <u>Hoosier Street</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>6/12/2023</u> END DATE: <u>06/16/2023</u> # OF DAYS*: <u>5</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>N/A</u> PROJECT #: <u>N/A</u> PROJECT MGR.: <u>N/A</u> PROJECT MGR. #: <u>N/A</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>0</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>0</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>0</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>3</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>0</u>
H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Cindy Edelen OCM Engineering for Duke Energy</u> SIGNATURE: <u>Cindy Edelen OCM Engineering for Duke Energy</u> DATE: <u>03/28/2023</u>	TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

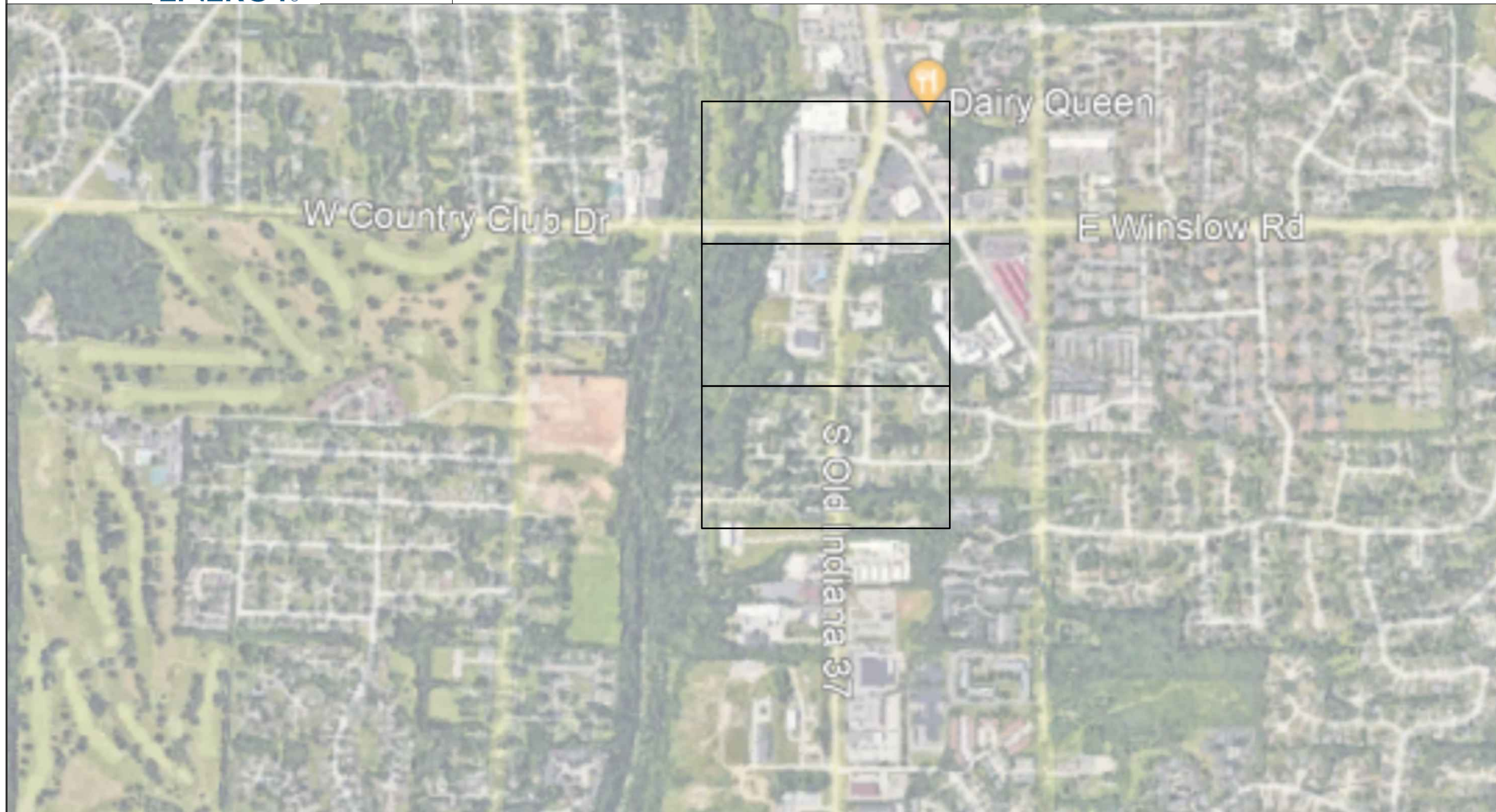
For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



PROJECT NAME: MOT FOR WO 47853367
PROJECT LOCATION: 2805 CHERRY ST BLOOMINGTON INDIANA



**OUTSIDE PLANT CONSTRUCTION
 FIBER OPTIC CABLE ROUTE**

SHEET INDEX
 1 - COVER SHEET
 2- CONTACTS / REVISION LOG
 3 - GENERAL NOTES
 4 - LEGEND
 5-7 - MOT PLAN



UNDERGROUND FACILITIES IN THE AREA. UTILITIES MUST BE LOCATED BY THEIR OWNER(S) OR BY IUPPS PRIOR TO ANY CONSTRUCTION. IUPPS - 1800-382-5544 OR 811

CLIENT:
 NAME:
 ADDRESS:
 CITY/STATE:
 ZIP:

CLIENT PROJECT MANGER
 NAME:
 PHONE:
 EMAIL:

OCM PROJECT MANAGER
 NAME:
 MOBILE:
 EMAIL:

OCM PERMIT DEPARTMENT HEAD
 NAME: MIKE KOLE
 NUMBER: 317-644-0949



PROJECT INFORMATION:
 PROJECT NAME: WO 47853367
 ADDRESS: 2805 CHERRY ST
 CITY / STATE: BLOOMINGTON, IN
 COUNTY: MONROE

PROJECT ON-SITE CONTACT:
 NAME:
 PHONE:
 EMAIL:

ALTERNATIVE ON-SITE CONTACT:
 PROJECT NAME:-
 PHONE:
 EMAIL:

PERMIT REQUIRED:
[REFERENCE PERMIT SHEET](#)

PROJECT NUMBERS:		PAGE RATE CARD	
OCM PROJECT #	-	Bore and Place 1 - 2" Duct	
SF ID IMP / SOF #	-	Bore and Place 2 - 2" Duct	
EVERSTREAM PO #	-	Bore 1 - 4" W/ 3 - 1 1/4" Ducts	
CONTRACTOR PO #	-	Place Fiber Optic Cable/Tone Wire	
SPANS #	-	Place Hand Hole	
SPANS #	-	Place Marker Post	
R/W PERMITS #	-	Place Test Station	
R/W PERMITS #	-	Install U-Guard Riser	
INDOT PERMITS #	-	Install Anchor, DG Included	
INDOT PERMITS #	-	Lash New Fiber and Strand	
R.R. PERMIT #	-	Man Hole Core	

MOT PLAN							
LAST PUBLISHED 4/20/2023 10:51:45 AM							
	CAD TECHNICIAN	COMPLETION DATE	REVIEW DATE	MANAGER APPROVAL	APPROVED DATE	MANAGER APPROVAL	APPROVED DATE
BAU PLAN:	-	-	-	-	-	-	-
PRELIMINARY DESIGN:	-	-	-	-	-	-	-
CONSTRUCTION PRINT:	-	-	-	-	-	-	-
REVISION #:	-	-	-	-	-	-	-
R.R. PERMIT PLAN:	-	-	-	-	-	-	-
INDOT PERMIT PLAN:	-	-	-	-	-	-	-
ROW PERMIT PLAN:	-	-	-	-	-	-	-
ASBUILT:	-	-	-	-	-	-	-
SHEET NUMBER: 1 OF 7							

PROJECT CONTACT INFORMATION:

ENGINEER FIRM

COMPANY: OCM ENGINEERING LLC
 ADDRESS: 1728 CHURCHMAN AVE
 CITY, STATE, ZIP CODE: INDIANAPOLIS, IN 46203
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

TELECOMMUNICATION COMPANY

COMPANY:
 ADDRESS:
 CITY, STATE, ZIP CODE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

CONSTRUCTION COMPANY (PERFORMING INSTALLATION)

COMPANY:
 ADDRESS:
 CITY, STATE, ZIP CODE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

CONSTRUCTION COMPANY (ON PROPERTY)

ADDRESS:
 CITY, STATE, ZIP CODE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

TELECOMMUNICATION COMPANY PM

NAME:
 MOBILE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

ENGINEERING FIRM PM

NAME:
 MOBILE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

CONSTRUCTION COMPANY (PERFORMING INSTALLATION) PM

NAME:
 MOBILE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

CONSTRUCTION COMPANY (ON PROPERTY) PM

NAME:
 MOBILE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

SPLICING CONTRACTOR

NAME:
 MOBILE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

BUILDING ONSITE CONTACT

NAME:
 MOBILE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

ISSUING PERMIT DEPARTMENT

DEPARTMENT NAME:
 PERMIT NUMBER:
 CONTACT PERSON:
 ADDRESS:
 CITY, STATE, ZIP CODE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

ISSUING PERMIT DEPARTMENT

DEPARTMENT NAME:
 PERMIT NUMBER:
 CONTACT PERSON:
 ADDRESS:
 CITY, STATE, ZIP CODE:
 OFFICE TELEPHONE NUMBER:
 CONTACT EMAIL:

ADDITIONAL CONTACTS:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

PERMITS REQUIRED

PERMIT TYPE	SHEET REFERENCE	UNDERGROUND FACILITIES (CONDUIT)	FOOTAGE	FIBER OPTIC CABLE FOOTAGE PLACED	NUMBER OF NEW STRUCTURES (VAULTS)	AERIAL CABLE MAINTENANCE FOOTAGE
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-



UNDERGROUND FACILITIES IN THE AREA. UTILITIES MUST BE LOCATED BY THEIR OWNER(S) OR BY IUPPS PRIOR TO ANY CONSTRUCTION. IUPPS - 1800-382-5544 OR 811

CLIENT:
 NAME:
 ADDRESS:
 CITY/STATE:
 ZIP:

CLIENT PROJECT MANGER
 NAME:
 PHONE:
 EMAIL:

OCM PROJECT MANAGER
 NAME:
 MOBILE:
 EMAIL:

OCM PERMIT DEPARTMENT HEAD
 NAME: MIKE KOLE
 NUMBER: 317-644-0949



PROJECT INFORMATION:
 PROJECT NAME: WO 47853367
 ADDRESS: 2805 CHERRY ST
 CITY / STATE: BLOOMINGTON, IN
 COUNTY: MONROE

PROJECT ON-SITE CONTACT:
 NAME:
 PHONE:
 EMAIL:

ALTERNATIVE ON-SITE CONTACT:
 PROJECT NAME:-
 PHONE:
 EMAIL:

PERMIT REQUIRED:
 REFERENCE PERMIT SHEET

PROJECT NUMBERS:

OCM PROJECT #	-
SF ID IMP / SOF #	-
EVERSTREAM PO #	-
CONTRACTOR PO #	-
SPANS #	-
SPANS #	-
R/W PERMITS #	-
R/W PERMITS #	-
INDOT PERMITS #	-
INDOT PERMITS #	-
R.R. PERMIT #	-

PAGE RATE CARD

Bore and Place 1 - 2" Duct
Bore and Place 2 - 2" Duct
Bore 1 - 4" W/ 3 - 1 1/4" Ducts
Place Fiber Optic Cable/Tone Wire
Place Hand Hole
Place Marker Post
Place Test Station
Install U-Guard Riser
Install Anchor, DG Included
Lash New Fiber and Strand
Man Hole Core

MOT PLAN

LAST PUBLISHED 4/20/2023 10:51:45 AM

	CAD TECHNICIAN	COMPLETION DATE	REVIEW DATE	MANAGER APPROVAL	APPROVED DATE	MANAGER APPROVAL	APPROVED DATE
BAU PLAN:	-	-	-	-	-	-	-
PRELIMINARY DESIGN:	-	-	-	-	-	-	-
CONSTRUCTION PRINT:	-	-	-	-	-	-	-
REVISION #:	-	-	-	-	-	-	-
R.R. PERMIT PLAN:	-	-	-	-	-	-	-
INDOT PERMIT PLAN:	-	-	-	-	-	-	-
ROW PERMIT PLAN:	-	-	-	-	-	-	-
ASBUILT:	-	-	-	-	-	-	-

SHEET NUMBER: 2 OF 7

GENERAL NOTES:

1. Contractor must obtain locates prior to disturbing the ground.
2. Contractor must have a copy of the approved permit from the appropriate agency on the jobsite at all times.
3. All cable will be placed at standard minimum depth. (Utility Owner standard is 36" deep unless otherwise directed by a Utility Owner representative.)
4. Any landscaping will be replaced to equal or better than that which existed prior to work.
5. Project site will be properly secured prior to the end of each day.
6. All work is to be in accordance with all authorities having jurisdiction in the work zone.
7. Contractors are advised to contact Utility Owner for any additional information or clarification concerning scope of work or the requirements necessary for project completion.
8. Contractor is responsible to field verify all dimensions, quantities and existing conditions prior to construction. If a significant change to the running line is needed, please contact your Utility Owner representative before proceeding.
9. Before construction begins, contractor shall take appropriate precautions to avoid any potential obstructions prior to proceeding with work.
10. No construction on private property will commence until approval is given by the appropriate Utility Owner employee.
11. Contractor shall not proceed with work until they have received a Purchase Order and have been directed to do so by an authorized Utility Owner representative.
12. Contractor shall not exceed the Purchase Order value without authorization in writing from the appropriate Utility Owner representative.
13. As-Builts will be required for each project including cable footage sequences at every access point, slack loop, storage loop, splice location, pole and termination point. Contractor should also provide notes of all changes in depths, running lines, mh/hh locations, and any other applicable notes to depict the work that took place. NOTE: All major changes need to be pre-approved by an authorized Utility Owner employee prior to starting the work.

SITE CONDITIONS

The actual location of existing conduit and cables may vary from the location shown. Repair of any damaged conduit containing cable shall be made by use of PVC split duct. The contractor shall enclose the existing cables in PVC. The locations of existing utilities shown in this plan are approximate. When work is to be conducted in the vicinity of known utilities, their actual location must be field verified to avoid conflicts or damage to those utilities. Variation in location between "recorded positions" and actual positions should be anticipated. It shall be the contractor's responsibility to verify the location of all underground utilities. Buried utilities may exist in the area in addition to those shown on the plan. The contractor shall contact property owners when working within private easements for location of underground tanks, pipelines, drain tiles, or other buried improvements. The contractor shall also notify the utility notification center prior to commencing any construction activities. The contractor must assume all buried utilities encountered are live and active unless specifically instructed otherwise by the owners or operators of said utilities. Damage to sub-surface structures is the sole responsibility of the placing contractor. The contractor shall protect the existing traffic control loops. If existing traffic control loops are damaged during construction, the entire loop wire from terminal shall be replaced in accordance with governing agency standards and regulations at contractor's expense. Removal of existing asphalt pavement, concrete curbs, and concrete sidewalks will be "neat line" with saw or pavement cutter, per requirements and specifications of the agency or department responsible for each location. If concrete pavement is encountered while excavating conduit trenches, the concrete removal will be "neat line" with a pavement saw. If concrete curb returns and/or sidewalks are replaced due to conduit or manhole installation, the contractor shall place approved handicapped sidewalk and curb access ramps in conformance with State statutes. All materials necessary for repair or streets, curbs, sidewalks, sanitary sewers, storm sewers, and public service utilities and the installation of such materials shall be in conformance with the requirements and specifications of the agency or department responsible for the operation and maintenance of the repaired facility. All work shall conform to the specifications of the jurisdictional permit agency. All open trench will be clearly marked with barricaded or cones. Steel plates or other types of bridging shall be provided to cover open trench in the travel portion of the streets. These plates or bridging shall be adequate to support the normal vehicle loads anticipated in this area and shall be in place during all non-working areas. All surfaces to be restored to original condition, and backfill to be compacted as specified. Trench excavation in surfaces which include concrete treated base shall follow local area specifications

HAZARDOUS MATERIAL

The contractor shall notify the jurisdictional permit agency immediately if any material are encountered that are considered by the EPA, DEQ, or OSHA. If potentially hazardous materials are encountered the contractor shall secure the site and prevent the accidental exposure by the public or the contractor's personnel. The contractor may excavate up to, but shall not disturb known hazardous materials such as asbestos, oils, acid, etc. The removal of all hazardous materials must be done by an approved or certified hazardous materials contractor licensed by the State of Alabama. A copy of all correspondence pertinent to the removal of hazardous materials shall be transmitted to owner and a copy shall be available at the project office and the job site.

AERIAL NOTES:

Aerial construction to be performed to industry acceptable standards. All heights of cable placement will be recorded at the time of construction. Document all points of attachment. 6.6M strand will be used with standard 58" hardware. All extension arms to be placed will be epoxy arms unless otherwise noted or approved by the inspector. Bond strand to power MGN where applicable. Anchors to be used will be 3/4" screw in type. All straps will be placed 4" before and after every supporting clamp at minimum of 21" apart. P.O.A = Point of Attachment. Add missing grounds- Repair/Replace existing lashing wire if damaged

CONSTRUCTION STAKES

In areas where the conduit alignment is not clearly defined by curb lines, fence lines, or other evidence of the right-of-way, the engineer will provide centerline stakes or paint marks where required to make the proposed conduit alignment evident. Closures identified in the plans shall be located by the contractor. Deviation from plan layout shall be approved by the engineer prior to conduit and/or closure installation. Manhole centers will be field staked by the engineer when requested with offset stakes at right angles to the conduit alignment. If additional field staking or location of conduits, manholes, property lines, etc. becomes necessary, the contractor is to notify the inspector or the engineer two working days prior to beginning the work.

PERMITS-FRANCHISES-EASEMENTS

Physical work shall not be started until the governing agency inspector and the contractor are in possession of and have carefully reviewed and fully understand all conditions and specifications set forth in the required permit, franchises, and/or easements. Placing foreman to have a copy of the permits/easements on site all times. Any conflict between work print specifications and specifications set forth under related permits, franchises, and/or easements must be cleared by proper company authority before progressing with work involved.

TRAFFIC CONTROL

This project will involve working along a major arterial road and heavy traffic volume should be anticipated. Uniform traffic flow shall be maintained at all times. Only equipment and materials necessary for immediately scheduled or in progress will be maintained in the work area. All other equipment and material will be "stored or stockpiled" in such a manner as to eliminate hazardous conditions for traffic or pedestrians during non-working or shut down period. Traffic warning devices and signs shall conform to the manual on uniform traffic control devices for streets and highways (US Government Printing Office) and to the Alabama State highway division standard specifications for highway construction. High level warning type devices are to be used at times and special warning devices may be stipulated by the jurisdictional permit agency at any time he use will add to the safety and protection of traffic or pedestrians in the construction area. All conduit trenching in paved areas shall be backfilled with crushed gravel or completely covered at the completion of each working day. Any backfilled trench shall be capped with a minimum layer of asphaltic concrete cold patch at the end of each working day. The contractor shall mark the conduit trench and define

the construction area clearly with barricades, cones, and/or other visible methods that alert the public of the construction activity. A traffic control plan shall be prepared by the contractor as required and submitted to each permitting agency requesting such plan for review and approval or revision prior to commencing any construction activity for this project. The approved plan shall be submitted to the agency and a copy of the plan shall be kept at the construction site and must be available for review by agency representatives.

SPECIAL UTILITY CLEARANCES

- All work conducted adjacent to water mains shall conform to following conditions.
- A. Whenever possible conduit shall maintain a horizontal separation of 3', measured surface (outside edge to outside edge) from parallel water mains.
 - B. Whenever possible conduit shall pass under existing water mains and must maintain 12" vertical clear separation. Conduit passing over water mains must also maintain the 12" vertical separation.
 - C. The contractor shall be responsible for establishing and maintaining this required vertical separation by either exposing the water main every 100 feet in those areas where horizontal separation is less 3 feet or by utilizing the depths of adjacent water valves. If the contractor utilizes the adjacent water to determine water main depth, he shall contact the agency at each such location and the agency will determine the necessary depth of the top of the conduit at that point.
 - D. The vertical and horizontal separation shall be maintained at all times unless specifically revised by agreement between the jurisdictional permit agency and the agency. Any specified evasion in vertical and horizontal separation from those described shall be reported to the owner by the contractor. The contractor shall be responsible for maintaining vertical and horizontal separation at all times and shall be responsible for any and all encroachments.
 - E. Clearances to storm sewers and sanitary sewers shall be exactly the same as those to water mains.

STRUCTURE PROTECTION

Manholes and conduit to be placed adjacent to existing structures such as bridge, bridge footing/piers foundations, walls, power and telephone poles, and other utilities shall maintain a minimum clearance as shown. The contractor shall not undermine any adjacent structure without specific written permission from the owner/operator of such structure. Shoring used as foundation support shall be designed specifically for both the live and dead loads of the structure or if only the dead is used for design. The contractor shall provide a detailed layout and plan of the method of establishing and maintaining the design load conditions (i.e. road detours, tiebacks, etc). See utility clearance section notes for clearance criteria to parallel or cross utilities. Existing utilities exposed during excavation shall be 100% supported by either trench bridging and suspension or by the use of longitudinal trays or platforms vertically supported by adjustable building jacks. Existing splice cases and cables shall be supported by suspension from a crossing beam. Supports shall be placed at a maximum spacing of 4 feet and shall consist of a canvas sling with nylon belting or rope. All cable supports shall be placed in a manner that prevents kinks or other damage to the cable sheath. An acceptable alternative to cable slings would be the utilization of a wide flange "I" beam or channel as a "cable tray" with cables/cases banded in place. SHORING The contractor shall provide shoring for conduit trench excavation 42" or more in depth as measured from the high side of the trench and for all manhole excavation. Manhole shoring shall be tight-sheeted. All shoring shall conform to the standards and specifications of local county and the occupational safety health administration. The contractor shall provide all shoring and design calculations to the permit issuing agency prior to commencing any construction activity.



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ADDRESS:
CITY/STATE:
ZIP:

CLIENT PROJECT MANGER
NAME:
PHONE:
EMAIL:

OCM PROJECT MANAGER
NAME:
MOBILE:
EMAIL:

OCM PERMIT DEPARTMENT HEAD
NAME: MIKE KOLE
NUMBER: 317-644-0949



PROJECT INFORMATION:
PROJECT NAME: WO 47853367
ADDRESS: 2805 CHERRY ST
CITY / STATE: BLOOMINGTON, IN
COUNTY: MONROE

PROJECT ON-SITE CONTACT:
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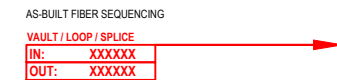
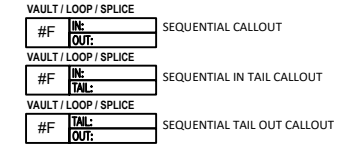
PERMIT REQUIRED:
REFERENCE PERMIT SHEET

PROJECT NUMBERS:		PAGE RATE CARD	MOT PLAN						
OCM PROJECT #	-	Bore and Place 1 - 2" Duct	LAST PUBLISHED 4/20/2023 10:51:45 AM						
SF ID IMP / SOF #	-	Bore and Place 2 - 2" Duct	CAD TECHNICIAN	COMPLETION DATE	REVIEW DATE	MANAGER APPROVAL	APPROVED DATE	MANAGER APPROVAL	APPROVED DATE
EVERSTREAM PO #	-	Bore 1 - 4" W/ 3 - 1 1/4" Ducts	BAU PLAN:	-	-	-	-	-	-
CONTRACTOR PO #	-	Place Fiber Optic Cable/Tone Wire	PRELIMINARY DESIGN:	-	-	-	-	-	-
SPANS #	-	Place Hand Hole	CONSTRUCTION PRINT:	-	-	-	-	-	-
SPANS #	-	Place Marker Post	REVISION #:	-	-	-	-	-	-
R/W PERMITS #	-	Place Test Station	R.R. PERMIT PLAN:	-	-	-	-	-	-
R/W PERMITS #	-	Install U-Guard Riser	INDOT PERMIT PLAN:	-	-	-	-	-	-
INDOT PERMITS #	-	Install Anchor, DG Included	ROW PERMIT PLAN:	-	-	-	-	-	-
INDOT PERMITS #	-	Lash New Fiber and Strand	ASBUILT:	-	-	-	-	-	-
R.R. PERMIT #	-	Man Hole Core	SHEET NUMBER: 3 OF 7						

- UG-FDC --- UG-FDC --- INSTALL U.G. FOC (IN SPECIFIED DUCTS)
- UG-COAX --- UG-COAX --- INSTALL U.G. COAX (IN SPECIFIED DUCTS)
- UG-FDC --- UG-FDC --- INSTALL U.G. FOC (IN EXISTING DUCTS)
- UG-FDC --- UG-FDC --- INSTALL U.G. COAX (IN EXISTING DUCTS)
- OH-FDC --- OH-FDC --- INSTALL O.H. FOC (NEW FIBER / NEW STRAND)
- OH-COAX --- OH-COAX --- INSTALL O.H. COAX (NEW FIBER / NEW STRAND)
- OL-FDC --- OL-FDC --- INSTALL O.H. FOC (OVERLASH EXIST. CABLE / STRAND)
- OL-COAX --- OL-COAX --- INSTALL O.H. COAX (OVERLASH EXIST. CABLE / STRAND)
- OH-GUY --- OH-GUY --- INSTALL OH GUY WIRE (SUPPORT STRAND ONLY)
- EXIST-UG --- EXIST-UG --- EXISTING U.G. FOC
- EXIST-OH --- EXIST-OH --- EXISTING O.H. FOC
- --- --- EDGE OF PAVEMENT (E.O.P.)
- --- --- DRIVEWAYS, SIDEWALKS, PARKING, AND MEDIANS
- --- --- RIGHT OF WAY (APPARENT R.O.W.)
- LA-RW --- LA-RW --- LIMITED ACCESS - RIGHT OF WAY (LA-R.O.W.)
- --- --- PROPERTY LINE
- --- --- EASEMENT LINE
- --- --- REGULATED DRAIN
- E --- E --- OH ELECTRIC LINES
- --- --- UG ELECTRIC LINES
- --- --- RIVERS, LAKES, STREAMS, ETC.
- GAS --- GAS --- GAS LINES
- --- --- RAIL ROAD LINE

- (R) EXISTING RISER
- (R) PROPOSED RISER
- POLE ANCHOR/DOWN GUY - EXISTING
- POLE ANCHOR/DOWN GUY - PROPOSED
- PROPOSED DOWN GUY ON EXISTING ANCHOR
- UTILITY POLE
- 100 AERIAL STORAGE - EXISTING
- 100 AERIAL STORAGE - PROPOSED
- S.C ID: SPlice POINT - EXISTING
- S.C ID: SPlice POINT - PROPOSED
- DEPTH (OR DEEP)

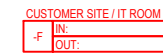
- LOCATE POST
- MARKER POST
- PROPOSED FIBER PEDESTAL
- EXISTING FIBER PEDESTAL
- VAULT/BUILDING STORAGE - EXISTING
- VAULT/BUILDING STORAGE - PROPOSED
- REMOVE FIBER OPTIC CABLE
- STATION(S)
- TELEPHONE INLET
- CULVERT
- WING WALL
- BRIDGE
- TERMINATION - EXISTING
- TERMINATION - PROPOSED
- HANDHOLE - EXISTING
- HANDHOLE - PROPOSED
- MANHOLE - EXISTING
- MANHOLE - PROPOSED



AS-BUILT LOCATION REFERENCE



STATION 00+00		
#F	IN:	OUT:
-F	IN:	OUT:
-F	IN:	OUT:
S.C ID:		
LAT:		
LONG:		



Construction Notes:

- Utilities shown are for reference only. Actual utility locations must be determined by IUPPS prior to construction.
- Placing contractor is responsible for all City, County, and State permits.
- All areas are to be restored to original or better condition.
- Place all buried facilities at a minimum 20' depth unless indicated otherwise.
- Pull rope or tape must be placed in all new conduit.
- Any changes or deviations in proposed work must be approved by the Construction Coordinator or OCM Engineering.

Project Location Information:

State: -

County: -

City: -

Owner: -

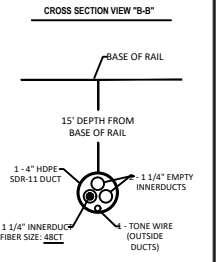
ID Num: -

Located at: -

Latitude: -

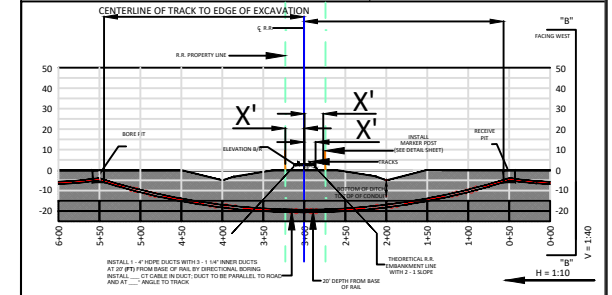
Longitude: -

MP: -



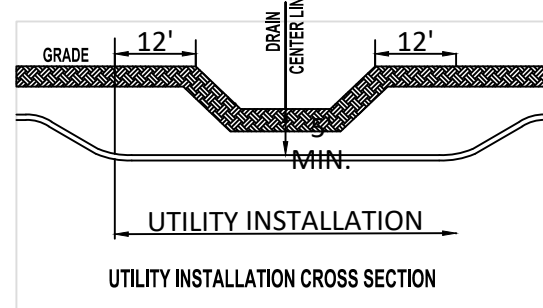
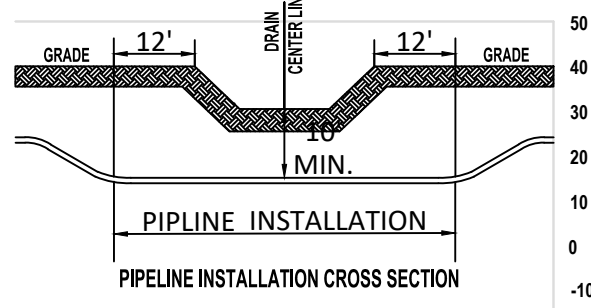
HDD Specific Notes:

- Work will be continuous until pipe is pulled into place.
- Bore tracked constantly with location and depth marked every 10' (ft)
- All drill heads to be onsite for expected and unexpected soil conditions.



OFFICE OF THE HAMILTON COUNTY SURVEYOR

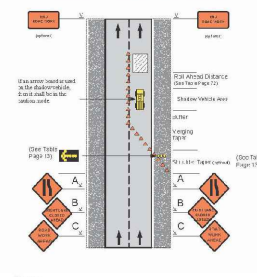
PIPELINE & UTILITY INSTALLATION
CROSS SECTION - OPEN



When installing a utility in, through or across an open regulated drain, the utility contractor will adhere to the following procedure

- Utility to be installed a minimum of five (5) feet below existing flow line of drain. All petroleum pipeline and/or high pressure transmission lines are to be installed a minimum of ten (10') feet below existing flow line of drain.
- If sanitary sewer is installed under drain, sewer shall be encased with concrete. Minimal distance shall be measured from top of concrete encasement.
- Utility contractor shall adhere to open drain crossing standard during construction process
- Notify Surveyor's Office at (317)776-8495 two working days prior to installation and backfilling.

Lane Closure on Divided Roadway
or One Way Street
(Short Term Stationary - 1 to 12 hours)

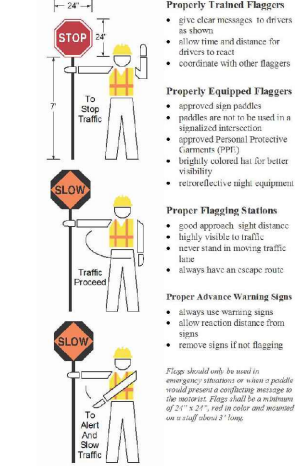


Notes:

- When a utility road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic (within the side road, and a ROAD AHEAD sign shall be placed on each side road approach.
- On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced as shown in the chart on page 2.
- Control speed limit, slow down vehicle optional.

Speed Limit (mph)	Sign Spacing (ft)	A	B	C	Buffer
15	100	100	100	100	100
20	150	150	150	150	150
25	200	200	200	200	200
30	250	250	250	250	250
35	300	300	300	300	300
40	350	350	350	350	350
45	400	400	400	400	400
50	450	450	450	450	450
55	500	500	500	500	500
60	550	550	550	550	550
65	600	600	600	600	600
70	650	650	650	650	650

Flagging Procedures



UNDERGROUND FACILITIES IN THE AREA.
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CLIENT:
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OCM PERMIT DEPARTMENT HEAD
NAME: MIKE KOLE
NUMBER: 317-644-0949



PROJECT INFORMATION:
PROJECT NAME: WO 47853367
ADDRESS: 2805 CHERRY ST
CITY / STATE: BLOOMINGTON, IN
COUNTY: MONROE

PROJECT ON-SITE CONTACT:
NAME:
PHONE:
EMAIL:

ALTERNATIVE ON-SITE CONTACT:
PROJECT NAME:-
PHONE:
EMAIL:

PERMIT REQUIRED:
REFERENCE PERMIT SHEET

PROJECT NUMBERS:

OCM PROJECT #	-
SF ID IMP / SOF #	-
EVERSTREAM PO #	-
CONTRACTOR PO #	-
SPANS #	-
SPANS #	-
R/W PERMITS #	-
R/W PERMITS #	-
INDOT PERMITS #	-
INDOT PERMITS #	-
R.R. PERMIT #	-

PAGE RATE CARD

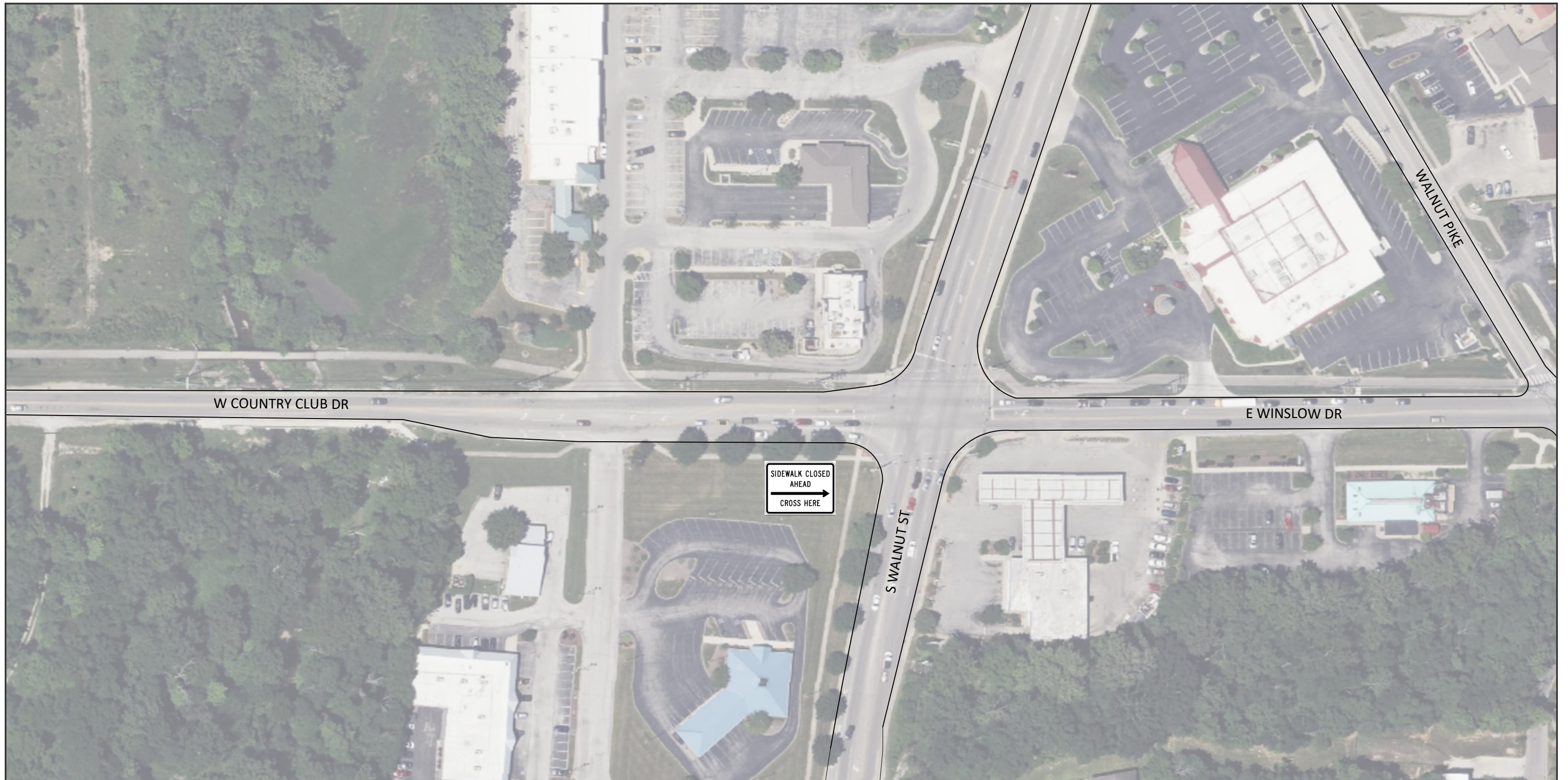
Bore and Place 1 - 2" Duct
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MOT PLAN

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BAU PLAN:	-	-	-	-	-	-	-
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REVISION #:	-	-	-	-	-	-	-
R.R. PERMIT PLAN:	-	-	-	-	-	-	-
INDOT PERMIT PLAN:	-	-	-	-	-	-	-
ROW PERMIT PLAN:	-	-	-	-	-	-	-
ASBUILT:	-	-	-	-	-	-	-

SHEET NUMBER: 4 OF 7



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PERMIT REQUIRED:
[REFERENCE PERMIT SHEET](#)

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CONTRACTOR PO #	-
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SPANS #	-
R/W PERMITS #	-
R/W PERMITS #	-
INDOT PERMITS #	-
INDOT PERMITS #	-
R.R. PERMIT #	-

PAGE RATE CARD

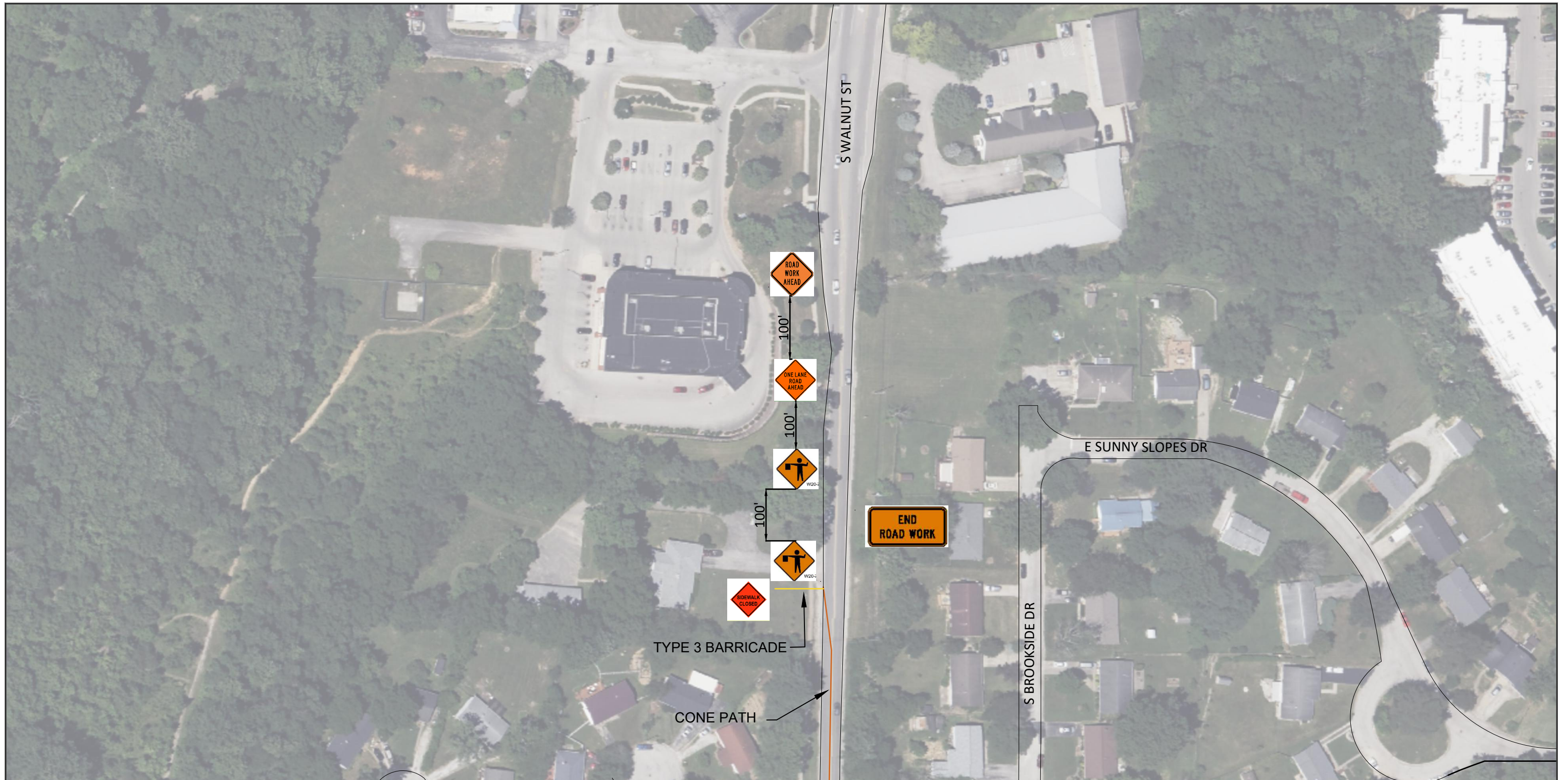
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	CAD TECHNICIAN	COMPLETION DATE	REVIEW DATE	MANAGER APPROVAL	APPROVED DATE	MANAGER APPROVAL	APPROVED DATE
BAU PLAN:	-	-	-	-	-	-	-
PRELIMINARY DESIGN:	-	-	-	-	-	-	-
CONSTRUCTION PRINT:	-	-	-	-	-	-	-
REVISION #:	-	-	-	-	-	-	-
R.R. PERMIT PLAN:	-	-	-	-	-	-	-
INDOT PERMIT PLAN:	-	-	-	-	-	-	-
ROW PERMIT PLAN:	-	-	-	-	-	-	-
ASBUILT:	-	-	-	-	-	-	-

SHEET NUMBER: 5 OF 7



UNDERGROUND FACILITIES IN THE AREA. UTILITIES MUST BE LOCATED BY THEIR OWNER(S) OR BY IUPPS PRIOR TO ANY CONSTRUCTION. IUPPS - 1800-382-5544 OR 811

CLIENT:
NAME:
ADDRESS:
CITY/STATE:
ZIP:

CLIENT PROJECT MANGER
NAME:
PHONE:
EMAIL:

OCM PROJECT MANAGER
NAME:
MOBILE:
EMAIL:

OCM PERMIT DEPARTMENT HEAD
NAME: MIKE KOLE
NUMBER: 317-644-0949



PROJECT INFORMATION:
PROJECT NAME: WO 47853367
ADDRESS: 2805 CHERRY ST
CITY / STATE: BLOOMINGTON, IN
COUNTY: MONROE

PROJECT ON-SITE CONTACT:
NAME:
PHONE:
EMAIL:

ALTERNATIVE ON-SITE CONTACT:
PROJECT NAME:-
PHONE:
EMAIL:

PERMIT REQUIRED:
[REFERENCE PERMIT SHEET](#)

PROJECT NUMBERS:

OCM PROJECT #	-
SF ID IMP / SOF #	-
EVERSTREAM PO #	-
CONTRACTOR PO #	-
SPANS #	-
SPANS #	-
R/W PERMITS #	-
R/W PERMITS #	-
INDOT PERMITS #	-
INDOT PERMITS #	-
R.R. PERMIT #	-

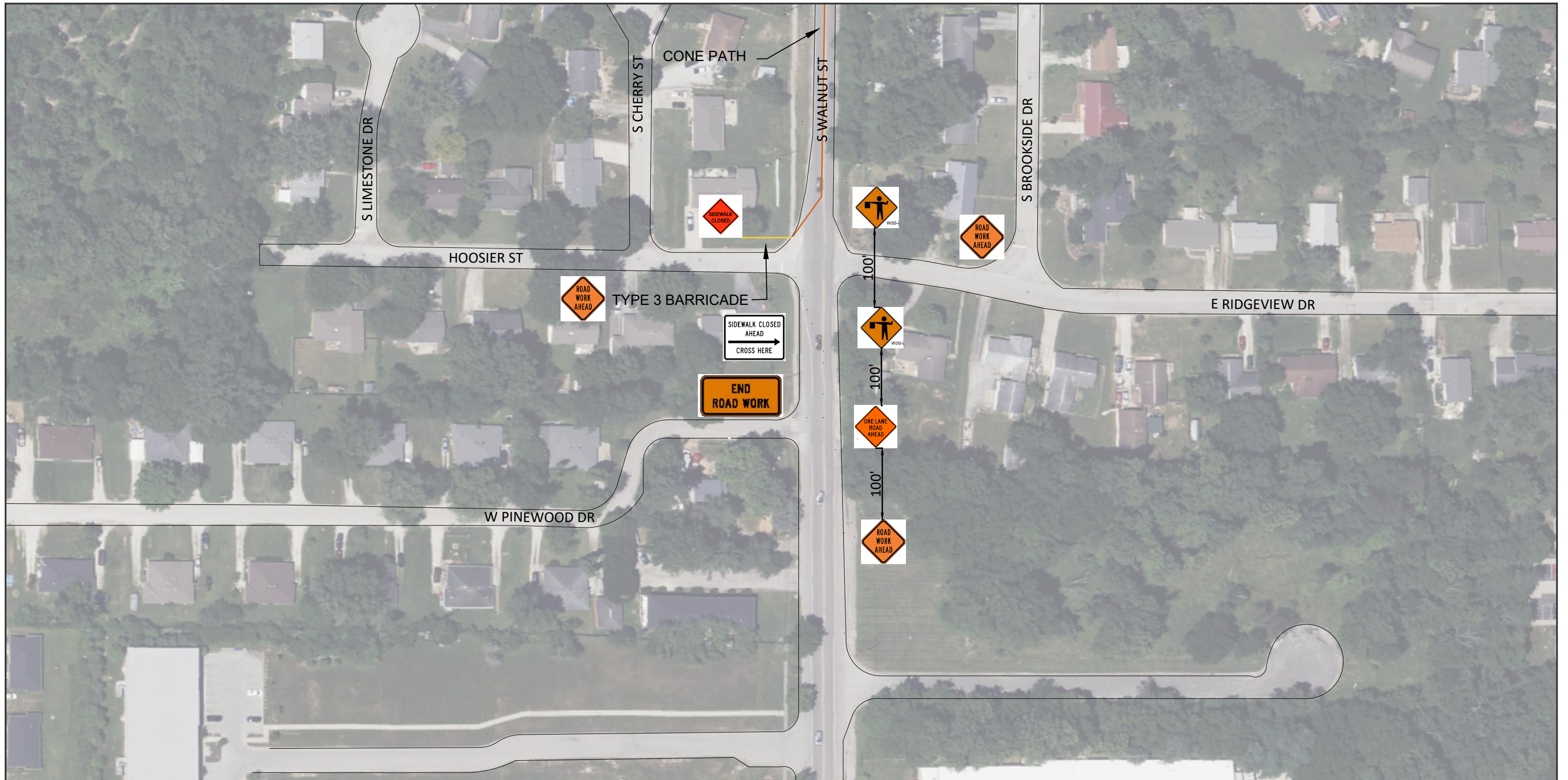
PAGE RATE CARD

Bore and Place 1 - 2" Duct
Bore and Place 2 - 2" Duct
Bore 1 - 4" W/ 3 - 1 1/4" Ducts
Place Fiber Optic Cable/Tone Wire
Place Hand Hole
Place Marker Post
Place Test Station
Install U-Guard Riser
Install Anchor, DG Included
Lash New Fiber and Strand
Man Hole Core

MOT PLAN

LAST PUBLISHED 4/20/2023 10:51:45 AM

	CAD TECHNICIAN	COMPLETION DATE	REVIEW DATE	MANAGER APPROVAL	APPROVED DATE	MANAGER APPROVAL	APPROVED DATE
BAU PLAN:	-	-	-	-	-	-	-
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REVISION #:	-	-	-	-	-	-	-
R.R. PERMIT PLAN:	-	-	-	-	-	-	-
INDOT PERMIT PLAN:	-	-	-	-	-	-	-
ROW PERMIT PLAN:	-	-	-	-	-	-	-
ASBUILT:	-	-	-	-	-	-	-



UNDERGROUND FACILITIES IN THE AREA. UTILITIES MUST BE LOCATED BY THEIR OWNER(S) OR BY IUPPS PRIOR TO ANY CONSTRUCTION. IUPPS - 1800-382-5544 OR 811

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EMAIL:

PERMIT REQUIRED:
REFERENCE PERMIT SHEET

PROJECT NUMBERS:

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SF ID IMP / SOF #	-
EVERSTREAM PO #	-
CONTRACTOR PO #	-
SPANS #	-
SPANS #	-
R/W PERMITS #	-
R/W PERMITS #	-
INDOT PERMITS #	-
INDOT PERMITS #	-
R.R. PERMIT #	-

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R.R. PERMIT PLAN:	-	-	-	-	-	-	-
INDOT PERMIT PLAN:	-	-	-	-	-	-	-
ROW PERMIT PLAN:	-	-	-	-	-	-	-
ASBUILT:	-	-	-	-	-	-	-



Board of Public Works

Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Crossroad Engineers for Hopewell West

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 4/25/2023

Report: Hopewell West is the next phase in the City’s redevelopment of the IU Health legacy hospital site. Hopewell West encompasses the old main hospital site from 1st Street to 2nd Street and Rogers Street west to the access road at the rear of the site. The project will support the redevelopment and expansion of the historic Kohr building by constructing the utilities and a one block section of Jackson Street required for the development. Project objectives include utility coordination, transportation and public facilities, and property platting as outlined in the City’s BHRU Master Plan. This project will plat and develop preliminary design of the infrastructure and amenities for the entire site and complete the full design of Jackson Street from 1st Street to University Street

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals. The total contract amount is \$606,640.00. A TIF funding resolution for this contract will be presented to the RDC on May 1. Project costs will be reimbursed through the \$1.8 MM Regional Economic Acceleration and Development Initiative Grant.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval	05/01/2023
Design Services Contract	Current Item	04/25/2023
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Future	Spring 2025
Construction Contract	Future	Spring 2025

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$606,640.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input checked="" type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 3	Yes	No	
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.) Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

Crossroad Engineers were selected to design this project from a competitive RFI process in which their response received the highest score out of three proposals.

Patrick Dierkes

 Print/Type Name

Project Engineer

 Print/Type Title

Engineering

 Department

PROJECT NAME: Hopewell West – Jackson Street

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 20__, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and CrossRoad Engineers, P.C., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to redevelop the Hopewell West site; and

WHEREAS, the Hopewell West site is better described as follows:

Fairview Street, University Street, Jackson Street from 1st Street to University Street, and the alleys within the project area; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board; and

WHEREAS, the Consultant is aware the project is funded by the Regional Economic Acceleration & Development Initiative through the American Rescue Plan Act and subject to all terms and conditions of the City of Bloomington Redevelopment Commission's Grant Agreement with the Regional Opportunity Initiatives included in this agreement as Attachment 1;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services: Consultant shall provide preliminary design of Fairview Street, University Street, Jackson Street, and the alleys within the project area. This preliminary design will establish the geometries and profile grades to provide a basis for future development and infrastructure projects. The Consultant will complete full design of Jackson Street from 1st Street to University Street. Construction of that street segment will provide access for the Kohr Building development. As funding allows, the Consultant may complete further design of Fairview and University Streets and/or preliminary design of the New Greenway amenities described in the Master Plan. The tasks associated with this work, and assumptions that are

applicable to those tasks, are set forth in Exhibit A, Scope of Work. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Patrick Dierkes, Project Engineer, Engineering Department, to serve as the Board's representative for the project. Patrick shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

c. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and

upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination

seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Department
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

CrossRoad Engineers, P.C.
Attn: Trent Newport
115 N 17th Ave
Beech Grove, IN 46107

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Board and the Consultant.

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

Consultant shall require any subconsultants performing work under this Agreement to certify to the Consultant that, at the time of certification, the subconsultant does not knowingly employ or contract with an unauthorized alien and the subconsultant has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subconsultants' certifications throughout the term of this Agreement with the Board.

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.
This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington
Board of Public Works

CrossRoad Engineers, P.C.

By: _____
Kyla Cox Deckard, President

Trent Newport, P.E. L.S.
President

By: _____
Elizabeth Karon, Vice President

By: _____
Jennifer Lloyd, Secretary

By: _____
Beth Cate, Corporation Counsel

City of Bloomington
Redevelopment Commission

By: _____
Cindy Kinnarney, President

EXHIBIT A
SCOPE OF WORK

The CONSULTANT shall be responsible for performing the following activities:

- A. Topographic Survey, Boundary, and Platting** – CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ propose to provide a retracement boundary survey of the Indiana University Health Bloomington, Inc. and Monroe County Community School Corporation parcels approximately outlined in yellow on the survey exhibit below. This will meet Indiana Administrative Code 865 standards and will include a plat and report of survey that can be recorded as a permanent record of our survey.

BRCJ propose to prepare a subdivision plat, creating lots, street rights of ways and alleys in all of or a portion of the area included in our retracement boundary survey. The location of lines and corners of lots and rights of ways will be based on directions provided by the City of Bloomington. Semi-permanent monuments (5/8-inch rebar, magnetic nails, etc.) will be placed at all corners where practical.

BRCJ also propose to provide a topographic survey of the area approximately outlined in blue on the attached survey exhibit after the hospital demolition has been completed and the site has been restored to proposed post demolition conditions. This assumes the site will be clear of debris and will include the following services:

- a. Locate trees 6-inch in diameter and larger.
- b. Locate visible surface utilities (risers, meters, valves, etc.) per observed above ground evidence and utilities marked by Indiana811. Please note: Member utilities do not locate private lines or facilities. Member utilities do not locate service lines nor all utilities when a survey is the purpose of the ticket.
- c. Provide approximate storm and sanitary invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need to be verified prior to construction efforts.
- d. Overhead utilities will be identified as overhead without special investigation as to the type or nature.
- e. This scope of work does not include private utility locates or utility location exploration via excavation or potholing.
- f. Locate site improvements (headwalls, steps, walls, light poles, walks, bike racks, building corners, etc.).
- g. Provide contours of existing site conditions at 1-foot intervals.
- h. Horizontal control will be based on NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet. Vertical datum will NAVD88, U.S. Survey Feet.
- i. All distances will be provided as grid distances.

- j. Provide a final 2018 AutoCAD drawing file (.dwg) or an AutoCAD Civil 3D 2018 drawing file (.dwg) and a PDF (.pdf) of the topographic survey.
- B. Meetings and Coordination** – In general, this task involves recurring bi-weekly progress meetings, monthly stakeholder meetings, one public involvement meeting, and ancillary preparation work for associated tasks throughout the duration of the project through spring 2025 and construction start.
- C. Road Design and Plan Preparation** – In general, this task involves the preparation of design plans to allow the proposed project to be constructed.

The Consultant will complete full design of Jackson Street from 1st Street to University Street. Construction of that street segment will provide access for the Kohr Building development. CONSULTANT will prepare plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and Indiana Design Manual.

Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

- a. Title Sheet/Index
- b. Typical Sections
- c. Roadway Construction Details
 - i. Road Plan & Profiles
 - ii. Construction Details
 - iii. Road Cross Sections
- d. Intersection Construction Details
 - i. Grading spot elevations
 - ii. Pavement marking
- e. Stormwater Drainage Design
 - i. Plan and profiles as necessary
 - ii. Drainage structure details
- f. Erosion Control Plan
 - i. Consistent with local MS4 requirements for CSGP conformance
- g. Miscellaneous Details and Specifications, including lighting design.
- h. Water Main and Sanitary Sewer Main design and details
- i. Landscape plans and details
- j. Cross Sections

CONSULTANT will complete preliminary design of Fairview Street, University Street, and the alleys within the project area. This preliminary design will establish the geometries and profile grades to provide a basis for future development and infrastructure projects.

For these segments, civil plans will be developed to approximately 30% stage. Construction drawings and CAD files up to 30% will be prepared in accordance with state and local laws and ordinances.

- D. Landscape Design and Plan Preparation** – CONSULTANT shall utilize the services of a subconsultant, Rundell Ernstberger Associates (REA), to provide landscape architecture services for this project.

REA will prepare 30% Plans that will further refine the site layout, design elements, architectural features, and illustrate the scale and relationship of the project components. Work will include coordination with the design team based on the design program and requirements, identification, and confirmation of programmatic and infrastructure needs, and the preparation of schematic plans and preliminary grading as needed to define the form and character of the platting, public spaces, and street cross sections. REA will prepare a rendered site plan and a preliminary cost opinion for REA's scope of work based on high level square footage costs. REA anticipates virtual, monthly coordination meetings with the design and client team during this phase of design.

REA will assist in the preparation of construction documents for Jackson Street between 1st Street and University Street. REA will prepare construction documents to include landscape improvements for the project including landscape plans and site furnishings plans. Additionally, REA will assist in lighting layout and design coordination with Duke Energy and CONSULTANT. REA will coordinate with CONSULTANT on grading design, and REA will prepare updated cost opinions for REA's scope of work. REA anticipates milestone deliverables and progress review with CONSULTANT and the City of Bloomington at the 60%, 90%, and final plan completion stages. REA anticipates virtual, monthly coordination meetings with the design and client team during this phase of design.

- E. Geotechnical Investigation and Pavement Design** – CONSULTANT shall utilize the services of a subconsultant, Patriot Engineering and Environmental, Inc., to provide pavement design and geotechnical services for this project. Laboratory, drilling, and Geotechnical Engineering Report will be performed in general accordance with all applicable AASHTO, ASTM methods, and will be based on INDOT guidelines. Pavement design will be performed utilizing the Mechanical Empirical design methodology.

- F. Bidding and Regulatory Submittals** – This phase will include the preparation of final bid documents, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project. Services include development of a Stormwater Pollution Prevention Plan (SWPPP), preparation of the stormwater permit application and submittal to the IDEM. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

- G. Environmental Services** – CONSULTANT shall utilize the services of a subconsultant, Metric Environmental, to provide environmental services for this project. Metric will provide various environmental services as needed to support the site development design activities. Services include general assistance in Stormwater Pollution Prevention Plan (SWPPP) design, SWPPP field conditions site visit. Metric will also provide soil and water sampling tasks as needed during the design period. Additionally, Metric will be available for project meetings to provide recommendations on types of testing and or permitting that may arise during the design process.
- H. Construction Administration** – This work includes preparing for and attending pre-construction meetings, review of shop drawings, and responding to contractor questions as they arise during construction by both CONSULTANT and Rundell Ernstberger Associates.

**EXHIBIT B
COMPENSATION**

The CONSULTANT shall be paid for the following work performed under this Agreement on a lump sum basis in accordance with the following schedules:

A. Topographic Survey, Boundary, and Platting	\$ 47,060
B. Meetings and Coordination	\$ 65,700
C. Road Design and Plan Preparation	\$ 293,100
D. Landscape Design and Plan Preparation	\$ 94,370
E. Geotechnical Investigation and Pavement Design	\$ 18,800
F. Bidding and Regulatory Submittals	<u>\$ 34,630</u>
Total Section	\$ 553,660

The CONSULTANT shall be paid for the following work performed under this Agreement on a hourly basis NTE. The amount shown is estimated:

G. Environmental Services	\$ 17,500
H. Construction Administration	<u>\$ 35,480</u>
Total Section	\$ 52,980

The LPA, for and in consideration of the rendering of the services provided for of this Exhibit "B", agrees to pay the CONSULTANT on an hourly basis at the current rate. The CONSULTANT will be reimbursed the direct non-salary costs directly attributable to these services such as mileage and other out-of-pocket expenses, subject to approval as reasonable by the LPA, plus a 10% mark-up for task coordination and administrative efforts.

EXHIBIT C
PROJECT SCHEDULE

The project will be developed such that Jackson Street construction groundbreaking can be held in early 2025. Primary Platting will be developed such that a Plan Commission hearing can be held on July 10, 2023.

**EXHIBIT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<u>Position / Responsibility</u>	<u>Name</u>
Principal-in-Charge	Trent Newport, PE LS
Overall Project Manager	Andrew Wolf, PE
Senior Project Manager	Willie Hall, PE
Principal-in-Charge (Landscape Architecture)	Kevin Osburn, PLA
Project Manager (Landscape Architecture)	Cecil Penland, PLA
Project Landscape Architect	Pat Stout, PLA
Project Manager (Environmental)	Karla McDonald, CHMM
Project Manager (Survey)	William Riggert, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the President of CrossRoad Engineers, P.C.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 20____.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

CrossRoad Engineers, P.C.
(Name of Organization)

By: _____
Trent Newport, P.E. L.S.
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works

Staff Report

Project/Event: Evens Time one-time upgrade to Parc Pro Plus for online web services through MiParc module. (Addendum #1 - \$12,293)

Petitioner/Representative: Parking Services

Staff Representative: Jim Guy, Parking Garage Manager
Michelle Wahl, Director of Parking Services

Date: 04/14/2023

Report:

The City of Bloomington Parking Services is currently contracted with Evens Time Inc. for support, maintenance, and repairs of Parking Access Control Equipment and Software. The Board of Public Works approved the original contract listed on the Consent Agenda for the December 6, 2022, meeting. The contract was approved for a Not to Exceed (NTE) amount of **\$108,514**.

Parking Services requests an additional **\$12,293** through this addendum to expand web-based services, allowing us to offer online permit registration, online payments, account maintenance, and 24/7 account access to our customers.

This will amend the NTE amount of the current contract to **\$120,807**.

City of Bloomington Contract and Purchase Justification Form

Vendor: Evens Time

Contract Amount: \$12,293 (Addendum #1)

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	<input checked="" type="checkbox"/> Addendum or Change Order

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This an addendum to the current contract.		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Evens Time is the current vendor the Parking Division is contracted with for parking access control and revenue tracking services. To be able to offer web access service to our customers will are need to update our current iParc (Permit Management System) to Pro Plus. This will allow us expand our web services through MiParc. This is an on-line payment module that allow customers to manage their billing information, make payments, and view account transactions.

Original Contract Amount: \$108,514
Addendum 1 Amount: \$ 12,293

New Contract Amount (NTE): \$120,807

Jim Guy/Michelle Wahl

Garage Mgr/Div. Director

Public Works Parking Services

Print/Type Name

Print/Type Title

Department

WBE Certified



2475 Directors Row, Suite C
Indianapolis, IN 46241
317-358-1000
sales@eventstime.com

Date: 4/3/2023
Quote number: 3425
Company: City of Bloomington
Site: All Garages
Contact: Michelle Wahl

Base Bid:

\$12,293 (valid for 60 days)

All work is to be performed during regular business hours M-F, 8 am to 5 pm unless otherwise requested. The base price per lane does not include AVI, LPR, or signage installation.

As we encounter out-of-scope items, a change order will be created on time and materials and approved by Customer.

Theory:

- Evens Time to upgrade server to Pro+ and update firmware on all devices to compatible firmware.

Scope:

Pre-install phase

- Coordinate scope with assigned PM
- Site walk - if applicable
- Identify any scope gap
- Attend weekly meetings with PM – if applicable

Demo Phase

- No demo required

Install Phase

- Mount, level, and caulk all equipment
- Drill or place anchors for all equipment and vacuum dust
- Cut, wrap, and seal loops
- Ensure proper movement of the gate arm and all clearance issues
- Clean and inspect job sites - remove all wiring garbage, etc.

Exclusions:

- Network by others (unless defined above) - (Available service, at additional cost)
- Cabling by others (unless defined above) - (Available service, at additional cost)
- Conduit by others (unless defined above) - (Available service, at additional cost)
- Ground Penetrating Radar (unless specified in the quote)- (Available service at additional cost)
- Job permitting (unless specified in the quote)- (Available service at additional cost)

Warranty:

Evens Time will warranty equipment, software, and our scope of labor work.

TERMS and CONDITIONS:

Net 30 upon completion of installation. If the customer delays installation, Net 30 begins upon customer notification of equipment arrival. This quotation's prices and terms are not subject to verbal changes or other agreements unless acknowledged in writing. All quotes and arrangements are firm except in the event of strikes, accidents, fires, availability of materials, and all other causes beyond our control.

Typographical and stenographic errors are subject to correction.

During the term of this Agreement and for six (6) months after that, it is understood that neither party will solicit, entice, hire, employ, or seek to employ any employee or partner of the other party without the express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement.

LIMITATION OF LIABILITY: Any warranties associated with this proposal are defined in the manufacturer's warranties accompanying this product's purchase and are made by the manufacturer. Evens Time Inc honors those warranties (one year) regarding this product(s). Evens Time Inc makes no warranties of merchantability and fitness for a particular purpose. In no event will Evens Time Inc be liable for any direct, special, or consequential damages arising out of or in connection with the delivery, use, or inability to use or performance of this product(s).

Established trade customs shall govern conditions not explicitly stated herein. Terms inconsistent with those stated herein that may appear on the Purchaser's formal order will not bind to the Seller.

() Yes, we would like to purchase the quoted items. Purchase order number: _____

Date: _____ Purchaser's authorized signature: _____

Evans Time Inc
 2475 Directors Row
 Suite C
 Indianapolis, IN 46241



Quote

Date	Quote #
4/3/2023	3425

Name / Address
City of Bloomington Public Work Department 401 N Morton Street Suite 120 Bloomington, IN 47404 USA

Ship To
City of Bloomington Public Works Dept 401 N. Morton Street, Suite 120 Bloomington, IN 47404 USA

Rep	Terms	Lead Time
RH	Net 30	4-6 Weeks

Part Number	Description	U/M	Qty	Total Cost
APS9020	Software:			
	Pro+ License Version Upgrade, B19 to Pro+	ea	1	6,720.00
	Labor/Time to upgrade server/software	Hr.	16	2,240.00
	Labor/Time to upgrade device firmware	Hr.	22	3,080.00
	Subtotal			12,040.00
	Miscellaneous:			
	Install Trip Charge		5	900.00
	5% Customer Discount			-647.00

Thank you for your business. <i>Lead Times can have unexpected delays due to our current Economic Situation. Material shortages and Capacity constraints are the leading cause of unexpected longer than normal Lead Times.</i>	Total \$12,293.00
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Signed Approval:



Board of Public Works Staff Report

Project/Event: Award 2023 Traffic Signal Inspection Contract
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: April 25, 2023

Quotes were solicited and opened at BPW Work Session on April 24, 2023.

Contract will provide routine inspections for traffic signal equipment and supply a complete Traffic Inspection Report for each signal. TAPCO, Traffic & Parking Control Co., Inc. was determined to be responsible & responsive. Also, has a history of providing favorable services with the City of Bloomington Public Works/Street Division.

TAPCO, Traffic and Parking Control Co., Inc. **\$ 117,222.00**

City of Bloomington Contract and Purchase Justification Form

Vendor: TAPCO, Traffic & Parking

Contract Amount: \$ 117,222.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input checked="" type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 1	Yes	No		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Quotes were solicited and opened at BPW Work Session on April 24 ,2023.	
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Contract will provide routine inspections for traffic signal equipment and supply a complete Traffic Inspection Report for each signal. TAPCO, Traffic & Parking Control Co., Inc. was determined to be responsible & responsive. Also, has a history of providing favorable services with the City of Bloomington Public Works/Street Division.

Joe VanDeventer

Director of Operations

Public Works/Street Division

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
TAPCO, TRAFFIC & PARKING CONTROL CO., INC.**

This Agreement is entered into on this 25th day of April, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and TAPCO, Traffic & Parking Control Co., Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: provide routine inspections of traffic signal equipment and supply a complete traffic inspection report for each signal. These services (“Services”) will be performed for a set price of One Hundred and Seventeen Thousand Two Hundred and Twenty-Two Dollars (\$117,222.00). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe VanDeventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred and Seventeen Thousand Two Hundred and Twenty-Two Dollars (\$117,222.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joe VanDeventer, City of Bloomington, P.O. Box 100, Suite 130, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans

or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, Attn: Joe VanDeventer, P.O. Box 100, Suite 130, Bloomington, Indiana 47402.

Contractor: TAPCO, Traffic & Parking Control Co., Inc., Attn: Lindsay Harvey, 5100 E Brown Deer Rd, Milwaukee, WI 53223.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

TOPCO, Traffic & Parking Control Co., Inc.

Beth Cates, Corporation Counsel

Lindsay Harvey, Contractor Representative

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Public Works Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

TAPCO, Traffic & Parking Control Co. Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: Revision of Order #1 to Contract with Ann-Kriss, LLC for Upgrades and Repairs at Fire Station#4

Petitioner/Representative: Bloomington Fire Department

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: April 25, 2023

The original version of Change Order #1 contained an error. It correctly listed an additional amount of \$1,896.00 to construct a bulkhead above the lockers that are being installed. Then, the \$1,896.00 amount was mistakenly deducted from the project costs in the section listing deductions. This report to the Board is to correct that error and an error made in adding the additions. The total amount of additions in the original change order were listed at \$15,494.25. The correct total amount of additional costs should have been \$15,904.05.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department



CONTRACT COVER MEMORANDUM

TO: Board of Public Works
FROM: J. D. Boruff
DATE: 04/25/2023
RE: Fire Station #4 Repairs and Upgrades, Change Order #1 (Revised)

Contract Recipient/Vendor Name:	Ann-Kriss, LLC
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-235
Due Date For Signature:	4/25/2023
Expiration Date of Contract:	7/6/23
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$296,419.00 No Change
Funding Source:	101-04-040000-54510
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

This is a revision of change order # 1. The original change order contained a deduction of \$1,896 that should not have been deducted. It also contained an error for the total of the additions. There is no change to the approved “not to Exceed” number of \$296,419.00. The original bid and the total changes bring the expected total cost of the project to \$285,376.05.



Board of Public Works Staff Report

Project/Event: Addendum #2 to Contract with Strauser Construction Co., Inc. for Lower Level Renovation at Fire Station #2

Petitioner/Representative: J.D. Boruff, Public Works

Staff Representative: J.D. Boruff

Meeting Date: April 25, 2023

During construction a problem was discovered with the proposed installation of door in a masonry wall. In consultation with John Crane, a civil engineer, shoring and modifications to the door were advised. Additional electrical work was identified during construction to install hard wiring for the fire alarm system and to properly separate wiring in the bedroom, bathroom, and weight room areas. A knee wall is required to be constructed and insulated, along with a solid surface window sill, under the newly installed window to accommodate the change from a wooden window to an aluminum frame window. HVAC ducts had to be relocated to accommodate lighting and sprinkler lines. Soundproofing insulation and a covering wall are required in the closets to dampen noise from the weight room coming through into the sleeping areas. Lastly, during installation of new drain lines for the bathroom a penetrating radar had to be used to located existing plumbing lines under the concrete slab floor.

New door, shoring, and door modification	\$2,875.00
Additional electrical work	\$4,020.00
Knee wall, insulation, and sill	\$1,312.00
HVAC duct relocation	\$ 350.00
Soundproofing insulation and walls	\$1,440.00
Location of drain lines with radar unit	\$ 840.00
Total additional work required	<u>\$10,837.00</u>

These necessary additions will increase the project costs by \$10,837.00. This increases the total contract price from \$93,480.00 to \$104,327.00.

Respectfully Submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction, Inc.

Contract Amount: \$104,317.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Addendum #2 to the contract with Strauser Construction, Inc. for Lower Level Renovation of Fire Station #2 will add \$12,865.00 to the contract price. During construction a problem was discovered with the installation of door in a masonry wall. In consultation with John Crane, a civil engineer, shoring and modifications to the door were advised. This will add \$2,875.00 to the project. Additional electrical work was identified during construction to install hard wiring for the fire alarm system and to properly separate wiring in the bedroom, bathroom, and weight room areas. This electrical work will add \$4,020.00 to the contract price. A knee wall is required to be constructed and insulated, along with a solid surface window sill, under the newly installed window to accommodate the change from an wooden window to an aluminum frame window. This will add \$1,320.00 to the contract price. HVAC ducts had to be relocated to accommodate lighting and sprinkler lines. This will add \$350.00 to the contract. Soundproofing insulation and a covering wall are required in the closets to dampen noise from the weight room coming through into the sleeping areas. This will add \$1,440.00 to the contract. Lastly, during installation of new drain lines for the bathroom a penetrating radar had to be used to located

J. D. Boruff

Print/Type Name

Facilities Director

Print/Type Title

Public Works

Department



Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

Vendor	Invoice Description	Board Contract#	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-Office Supplies pens, notebooks, tape, paper		04/28/2023	81.99
	Account 52110 - Office Supplies Totals	1		<u>\$81.99</u>
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-Leashes & Carriers		04/28/2023	432.90
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		04/28/2023	178.27
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription vet food		04/28/2023	225.68
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		04/28/2023	242.66
4549 - Kroger Limited Partnership I	01-Rabbit Food & Shelter Supplies		04/28/2023	19.55
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies- antibiotics, gloves, syringes, needles		04/28/2023	376.80
4666 - Zoetis, INC	01-Dog Vaccines , cat vaccines, Apoquel tabs		04/28/2023	1,285.95
	Account 52210 - Institutional Supplies Totals	7		<u>\$2,761.81</u>
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	01-hand soap		04/28/2023	36.21
313 - Fastenal Company	01- broom, laundry soap, sprayers		04/28/2023	174.36
313 - Fastenal Company	01- hand sanitizer, mop handles		04/28/2023	189.62
453 - ULINE, INC	01-Replacing broken equipment, tables, chairs, dolly		04/28/2023	1,447.99
	Account 52340 - Other Repairs and Maintenance Totals	4		<u>\$1,848.18</u>
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-IPhone Case		04/28/2023	44.96
	Account 52420 - Other Supplies Totals	1		<u>\$44.96</u>
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-exams & diagnostics and heartworm treatment		04/28/2023	132.25
3376 - Bloomington Pets Alive, INC	01-Spay/Neuter for Hoarding Dogs-3/20-3/30/23		04/28/2023	2,824.00
	Account 53130 - Medical Totals	2		<u>\$2,956.25</u>
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	01-ACC-gas bill 03/02/23-04/04/23		04/19/2023	629.30
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee		04/19/2023	743.36
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-March 2023 management fee		04/19/2023	610.08
	Account 53540 - Natural Gas Totals	3		<u>\$1,982.74</u>
Account 53610 - Building Repairs				



Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

4483 - City Lawn Corporation
321 - Harrell Fish, INC (HFI)

01-Mowing at 3410 S. Walnut-3/29/23	BC 2022-91	04/28/2023	120.00
01 -SA - ACC Quarterly PM Contract-Winter Service	BC 2022-115	04/28/2023	1,716.50
Account 53610 - Building Repairs Totals		2	<u>\$1,836.50</u>
Program 010000 - Main Totals		20	<u>\$11,512.43</u>

Program **010001 - Donations Over \$5K**
Account **52210 - Institutional Supplies**

4633 - Midwest Veterinary Supply, INC
4633 - Midwest Veterinary Supply, INC
4633 - Midwest Veterinary Supply, INC
4633 - Midwest Veterinary Supply, INC
4633 - Midwest Veterinary Supply, INC
4633 - Midwest Veterinary Supply, INC
4633 - Midwest Veterinary Supply, INC

01-pet corrector, staple remover		04/28/2023	23.06
01-Veterinary Supplies- muzzles		04/28/2023	30.00
01-Veterinary Supplies- pet correcter		04/28/2023	44.91
01-Veterinary Supplies- fluids-lactated ringers		04/28/2023	75.36
01-Veterinary Supplies-vinyl exam gloves		04/28/2023	121.35
01-Veterinary Supplies- antibiotics, disp boots		04/28/2023	230.17
01-Veterinary Supplies- ringworm meds, milk replacer		04/28/2023	262.01
Account 52210 - Institutional Supplies Totals		7	<u>\$786.86</u>

Account **53130 - Medical**

6529 - BloomingPaws, LLC
3929 - IDEXX Laboratories, INC
5107 - NVA College Mall Veterinary Management INC
54639 - Shake Veterinary Services, INC (Town & Country Vet

01-exams & diagnostics and heartworm treatment		04/28/2023	91.19
01-Diagnostic Services		04/28/2023	612.25
01-Emergency Veterinary Services-3/24/23		04/28/2023	75.00
01-Diagnostics; Surgeries; Vet Visits		04/28/2023	353.26
Account 53130 - Medical Totals		4	<u>\$1,131.70</u>
Program 010001 - Donations Over \$5K Totals		11	<u>\$1,918.56</u>
Department 01 - Animal Shelter Totals		31	<u>\$13,430.99</u>

Department **02 - Public Works**

Program **020000 - Main**

Account **46060 - Other Violations**

Judith Cohen

26-customer paid with Parkmobile and also paid her ticket.		04/28/2023	30.00
Account 46060 - Other Violations Totals		1	<u>\$30.00</u>

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

02-Return of Organizer Binders -Inv 1MRD-C93D-KK3W		04/28/2023	(17.99)
Account 52110 - Office Supplies Totals		1	<u>(\$17.99)</u>

Account **52420 - Other Supplies**

651 - Engraving & Stamp Center, INC

02-Signs for Meeting Rooms		04/28/2023	79.63
Account 52420 - Other Supplies Totals		1	<u>\$79.63</u>

Account **54510 - Other Capital Outlays**



Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

32 - Cassidy Electrical Contractors, INC

26-Electrical-5EVCharging Stations @4th St Garage	BC 2022-90	04/28/2023	10,500.00
Account 54510 - Other Capital Outlays Totals		1	\$10,500.00
Program 020000 - Main Totals		4	\$10,591.64

Program **02RCVR - Recover Forward**
 Account **53990 - Other Services and Charges**
 7455 - TriTech Software Systems

02-Asset Management Mapping Services-August 2022	BC 2022-143	04/28/2023	1,215.00
Account 53990 - Other Services and Charges Totals		1	\$1,215.00
Program 02RCVR - Recover Forward Totals		1	\$1,215.00
Department 02 - Public Works Totals		5	\$11,806.64

Department **03 - City Clerk**
 Program **030000 - Main**
 Account **53230 - Travel**
 8674 - Jennifer Rose Crossley
 8662 - Sofia McDowell
 8663 - Susan Sweeney Stoll

03-Clerk ILMCT conference-Crossley-travel expenses		04/28/2023	102.00
03-Clerk ILMCT Athenian Dialog-McDowell-travel expenses		04/28/2023	106.30
03-Clerk ILMCT conference-Stoll-travel expenses		04/28/2023	73.00
Account 53230 - Travel Totals		3	\$281.30

Account **53310 - Printing**
 6309 - CivicPlus, LLC

03-Clerk shipping charge for Supplement 42 of City Code		04/28/2023	12.54
Account 53310 - Printing Totals		1	\$12.54
Program 030000 - Main Totals		4	\$293.84
Department 03 - City Clerk Totals		4	\$293.84

Department **04 - Economic & Sustainable Dev**
 Program **040000 - Main**
 Account **53320 - Advertising**
 8664 - Screenbrodery LLC
 8448 - TEN31 Marketing LLC

04-T-Shirts for One Drop/City of Bloomington Exhibition		04/28/2023	1,266.88
04-Marketing Services for GoBloomington-March 2023		04/28/2023	7,177.50
Account 53320 - Advertising Totals		2	\$8,444.38
Program 040000 - Main Totals		2	\$8,444.38

Program **04WALD - Waldron Arts Center**
 Account **53990 - Other Services and Charges**
 6515 - Green Camino, INC (Earthkeepers)

04-Composting Service Agreement-4/12/23		04/28/2023	450.00
Account 53990 - Other Services and Charges Totals		1	\$450.00
Program 04WALD - Waldron Arts Center Totals		1	\$450.00
Department 04 - Economic & Sustainable Dev Totals		3	\$8,894.38

Department **05 - Common Council**
 Program **050000 - Main**



Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

Account 53160 - Instruction

259 - Indiana Association Of Cities & Towns (AIM)

05-AIM Webinar training on unsafe building law-Kulak	04/28/2023	25.00
Account 53160 - Instruction Totals	1	<u>\$25.00</u>
Program 050000 - Main Totals	1	<u>\$25.00</u>
Department 05 - Common Council Totals	1	<u>\$25.00</u>

Department 06 - Controller's Office

Program **060000 - Main**

Account 52110 - Office Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

06-Desk Calendar for D Dean Detail Description	04/28/2023	10.69
Account 52110 - Office Supplies Totals	1	<u>\$10.69</u>

Account 52420 - Other Supplies

8002 - Safeguard Business Systems, INC

06 - Tax Forms for 2022 taxes	04/28/2023	860.20
Account 52420 - Other Supplies Totals	1	<u>\$860.20</u>

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings

6891 - Gatehouse Media Indiana Holdings

06-Public Notice for Add App (ESD) ran 3/24/23	04/28/2023	25.48
06-Public Notice that ran on 3/24/23 Order #85827 49	04/28/2023	24.99
Account 53320 - Advertising Totals	2	<u>\$50.47</u>

Account 53990 - Other Services and Charges

910 - FORVIS, LLP

391 - O. W. Krohn & Associates, LLP

5648 - Reedy Financial Group, PC

06-Preperation of the 2021 Annual Comprehensive Financial Report	04/28/2023	30,292.50
06-prof serv in connection w/ general acct & TIF- February 2023	04/28/2023	2,500.00
06-Financial Plan Consulting-billing through 3-31-2023	04/28/2023	3,060.50
Account 53990 - Other Services and Charges Totals	3	<u>\$35,853.00</u>
Program 060000 - Main Totals	7	<u>\$36,774.36</u>
Department 06 - Controller's Office Totals	7	<u>\$36,774.36</u>

Department 07 - Engineering

Program **070000 - Main**

Account 52420 - Other Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

53442 - Paragon Micro, INC

07-Vehicle Jump Pack & Vehicle Jump Pack cord	04/28/2023	159.86
07-Dell Monitor_2nd monitor for (Jason Kerr) INV#CO3830	04/28/2023	237.99
Account 52420 - Other Supplies Totals	2	<u>\$397.85</u>

Account 53310 - Printing

501 - Karl Clark (KC Designs)

07-Engineering Dept. Envelopes (1,000 ct.)	04/28/2023	110.00
Account 53310 - Printing Totals	1	<u>\$110.00</u>

Account 53990 - Other Services and Charges

4408 - Environmental Systems Research Institute,INC ESRI

07-2023 Annual ESRI Renewal (Engineering Portion)	04/28/2023	1,210.00
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Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

Account **54110 - Land Purchase**
8519 - Branden Beetz

Account 53990 - Other Services and Charges Totals	1	<u>\$1,210.00</u>
07-ROW-Adams Street Sidewalk-Parcel 5	04/28/2023	7,600.00
Account 54110 - Land Purchase Totals	1	<u>\$7,600.00</u>

Account **54310 - Improvements Other Than Building**
10 - Bledsoe Riggert Cooper & James INC

07-B-Line Ext, RW Staking	04/28/2023	1,825.00
Account 54310 - Improvements Other Than Building Totals	1	<u>\$1,825.00</u>
Program 070000 - Main Totals	6	<u>\$11,142.85</u>
Department 07 - Engineering Totals	6	<u>\$11,142.85</u>

Department **09 - CFRD**
Program **090000 - Main**
Account **52110 - Office Supplies**
6530 - Office Depot, INC

09-Address Labels and 9 x 12 Manilla Envelopes	04/28/2023	54.04
Account 52110 - Office Supplies Totals	1	<u>\$54.04</u>

Account **53310 - Printing**
8002 - Safeguard Business Systems, INC

09-Downtown Resources Map & Guide Printing-10,000 copies	04/28/2023	2,541.73
Account 53310 - Printing Totals	1	<u>\$2,541.73</u>
Program 090000 - Main Totals	2	<u>\$2,595.77</u>
Department 09 - CFRD Totals	2	<u>\$2,595.77</u>

Department **10 - Legal**
Program **100000 - Main**
Account **52410 - Books**
4253 - American Law Institute (ALI CLE)

10-Practical Real Estate Lawyer-Plus Online-subsc thru 2/29/24	04/28/2023	119.00
Account 52410 - Books Totals	1	<u>\$119.00</u>

Account **53120 - Special Legal Services**
50587 - Barnes & Thornburg LLP

10- Legal Services General Municipal Advice-Jan 2023	04/28/2023	920.00
Account 53120 - Special Legal Services Totals	1	<u>\$920.00</u>

Account **53160 - Instruction**
6807 - National Employment Law Institute

10-Employment Law Conf-A Brittingham-Chicago-11/2-11/3/23	04/28/2023	1,095.00
Account 53160 - Instruction Totals	1	<u>\$1,095.00</u>
Program 100000 - Main Totals	3	<u>\$2,134.00</u>
Department 10 - Legal Totals	3	<u>\$2,134.00</u>

Department **11 - Mayor's Office**
Program **110000 - Main**
Account **53310 - Printing**
129 - FedEx Print Service, INC (Printing Only)

11 -Fiber Set 2 FedEx Acct. #0547243307	04/28/2023	138.00
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Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

Account **53910 - Dues and Subscriptions**
158 - United States Conference of Mayors

Account **53960 - Grants**
2002 - Boys & Girls Club Of Bloomington, INC

Account **53990 - Other Services and Charges**
6042 - International Town & Gown Association

Department **12 - Human Resources**
Program **120000 - Main**
Account **53990 - Other Services and Charges**
7268 - Raftelis Financial Consultants, INC
7791 - Thomas M Renneisen (MR Consulting, LLC)
6099 - Safe Hiring Solutions

Department **13 - Planning**
Program **130000 - Main**
Account **43310 - Application Fee**
Core SVA Bloomington Plato 2 LLC
Smith Design Group Inc.

Account **53160 - Instruction**
1103 - American Planning Association, Indiana Chapter

Account **53170 - Mgt. Fee, Consultants, and Workshops**
8305 - Schmidt Associates, INC

Account **53990 - Other Services and Charges**
12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC)

Account 53310 - Printing Totals	1	\$138.00
11 -2023 Yearly Dues US Conference of Mayors	04/28/2023	5,269.00
Account 53910 - Dues and Subscriptions Totals	1	\$5,269.00
11-SMART Girls STRONG Women 2023 bronze sponsorship	04/28/2023	500.00
Account 53960 - Grants Totals	1	\$500.00
11-Yearly Member Billing-5/2/23-5/2/24-Carmichael	04/28/2023	550.00
Account 53990 - Other Services and Charges Totals	1	\$550.00
Program 110000 - Main Totals	4	\$6,457.00
Department 11 - Mayor's Office Totals	4	\$6,457.00
12-Org Assessment for Parks and Rec Dept -March 2023	04/28/2023	8,149.00
12-Consultation Services-1/1-3/3/23	04/28/2023	4,718.75
12-April 2023 out of state background checks \$473.35	04/28/2023	473.35
Account 53990 - Other Services and Charges Totals	3	\$13,341.10
Program 120000 - Main Totals	3	\$13,341.10
Department 12 - Human Resources Totals	3	\$13,341.10
13-refund application fee PC SP-09-23-2038 N Walnut St	04/28/2023	5,175.00
13-No specific filing fee for site plan extensions-refunded	04/28/2023	5,825.00
Account 43310 - Application Fee Totals	2	\$11,000.00
13-23'Spring Professional Development Conference Gabriel Holbrow	04/28/2023	165.00
Account 53160 - Instruction Totals	1	\$165.00
13-Design Serv-Architecture&Design Review-Dev. Proj-March 2023	04/28/2023	68.75
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$68.75
13 - ADU Design Services- BC 2022-85	04/28/2023	2,605.00



Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

4408 - Environmental Systems Research Institute,INC ESRI
 3404 - J.R. Watkins & Family, INC (Signs Now)
 6762 - Springpoint Architects, P.C.

13-ArcGIS Mobile Worker Annual Sub Renewal-P&T	04/28/2023	5,270.00
13- New BZA board member name placard - refurbished	04/28/2023	26.00
13 - ADU Design Services-11/1/22-3/21/23	04/28/2023	5,600.00
Account 53990 - Other Services and Charges Totals	4	<u>\$13,501.00</u>
Program 130000 - Main Totals	8	<u>\$24,734.75</u>
Department 13 - Planning Totals	8	<u>\$24,734.75</u>

Department 19 - Facilities Maintenance
Program 190000 - Main
Account 52310 - Building Materials and Supplies

409 - Black Lumber Co. INC
 177 - Indiana Oxygen Company, INC
 177 - Indiana Oxygen Company, INC
 395 - Kirby Risk Corp
 395 - Kirby Risk Corp
 4704 - Urban Restoration Group US, INC

19-White Commercial toilet seat for Facilities	04/28/2023	47.98
19- Cylinder rental & Torch Supplies-Small Acetylene & small HP	04/28/2023	40.20
19 - oxygen rental-March 2023	04/28/2023	45.88
19 - Philips T8 light bulbs	04/28/2023	217.20
19 - 10 ea Fluorescent Ballast: T8, 120 to 277V	04/28/2023	203.60
19-Graffiti Removers and Handheld Sprayer	04/28/2023	255.00
Account 52310 - Building Materials and Supplies Totals	6	<u>\$809.86</u>

Account 52430 - Uniforms and Tools
 19171 - Aramark Uniform & Career Apparel Group, INC
 19171 - Aramark Uniform & Career Apparel Group, INC
 19171 - Aramark Uniform & Career Apparel Group, INC

19 - Uniforms for Facilities employees - 3/30/2023	04/28/2023	30.84
19 - Uniforms for Facilities employees - 4/6/2023	04/28/2023	31.58
19 - Uniforms for Facilities employees - 4/13/2023	04/28/2023	31.58
Account 52430 - Uniforms and Tools Totals	3	<u>\$94.00</u>

Account 53530 - Water and Sewer
 208 - City Of Bloomington Utilities

19-Temp Mtr-Graffiti Team-water/sewer bill-March 2023	04/19/2023	15.84
Account 53530 - Water and Sewer Totals	1	<u>\$15.84</u>

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)
 392 - Koorsen Fire & Security, INC
 7402 - Nature's Way, INC
 6688 - SSW Enterprises, LLC (Office Pride)
 6688 - SSW Enterprises, LLC (Office Pride)
 6688 - SSW Enterprises, LLC (Office Pride)
 6688 - SSW Enterprises, LLC (Office Pride)
 6688 - SSW Enterprises, LLC (Office Pride)

19-SA Qrtly Planned Maintenance April 2023	BC 2022-115	04/28/2023	2,088.00
19- SA Annual Elevator CH-3/6/23-2/29/24	BC 2022-92	04/28/2023	824.19
19-Monthly Interior Maintenance-4/1/23	BC 2022-118	04/28/2023	353.43
17-Fleet Maint-monthly cleaning services-March 2023	BC 2022-142	04/28/2023	1,175.07
01-ACC-monthly cleaning services-March 2023	BC 2022-142	04/28/2023	1,543.22
20-Street/Traffic Bldgs-monthly cleaning services-March 2023	BC 2022-142	04/28/2023	1,802.97
19-City Hall-monthly cleaning services-March 2023	BC 2022-142	04/28/2023	14,793.37
16-Sanitation Garage-monthly cleaning services-March 2023	BC 2022-142	04/28/2023	927.01
Account 53610 - Building Repairs Totals	8		<u>\$23,507.26</u>



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		Program 190000 - Main Totals	18	<u>\$24,426.96</u>
		Department 19 - Facilities Maintenance Totals	18	<u>\$24,426.96</u>
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon External Hard Drive for Jeremy		04/28/2023	53.94
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon Paper Cart and Wrist Pad for Seth		04/28/2023	107.13
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon Digital Pencil for iPad Pro - GPS Field Pack		04/28/2023	69.95
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-28 -Amazon Utility Knives and Jeremy's Monitor Stand		04/28/2023	54.19
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon 4 Power Cables - TDG		04/28/2023	43.96
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon Apple Screen Protectors and Case - GPS Field Pack.pd		04/28/2023	24.97
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon Metal Storage Cabinets with Wheels 5S Bench Room		04/28/2023	269.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon 5S Organizing Bins and Wrist Pad for Jeremy		04/28/2023	266.05
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Cell phone Cases for ITS staff		04/28/2023	165.87
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon Zebra Badge Printer Supplies		04/28/2023	276.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon Otterbox for iPad Mini - GPS Field Pack		04/28/2023	40.63
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon Monitor and Mouse for Josh		04/28/2023	339.33
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon miniDP and Velcro Ties		04/28/2023	25.95
		Account 52420 - Other Supplies Totals	13	<u>\$1,738.94</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
4408 - Environmental Systems Research Institute,INC ESRI	28 - ArcGIS Enterprise Annual Subscription-ITS portion		04/28/2023	5,794.04
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	<u>\$5,794.04</u>
Account 53230 - Travel				
8676 - Richard Stanley Creek	28-travel reimb-ESRI Conf-Chicago, IL-2/21-2/23/23		04/28/2023	605.67
		Account 53230 - Travel Totals	1	<u>\$605.67</u>
Account 53910 - Dues and Subscriptions				
4408 - Environmental Systems Research Institute,INC ESRI	28 - ArcGIS Enterprise Annual Subscription-ITS portion		04/28/2023	4,885.00
		Account 53910 - Dues and Subscriptions Totals	1	<u>\$4,885.00</u>
Account 54420 - Purchase of Equipment				
8437 - AVI Systems, INC	28 - AVI Allison Improvements-3/13/23		04/28/2023	11,200.00
8437 - AVI Systems, INC	28 - AVI Hooker Improvement 3/13/23		04/28/2023	8,442.71
8437 - AVI Systems, INC	28 - McCloskey Conference Room AV-3/13/23		04/28/2023	10,854.50
		Account 54420 - Purchase of Equipment Totals	3	<u>\$30,497.21</u>
		Program 280000 - Main Totals	19	<u>\$43,520.86</u>



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Fund **103 - Restricted Donations(ord 05-17)**
 Department **06 - Controller's Office**
 Program **400101 - Animal Medical Services**
 Account **53130 - Medical**
 3376 - Bloomington Pets Alive, INC

Department 28 - ITS Totals	19	\$43,520.86
Fund 101 - General Fund (S0101) Totals	114	\$199,578.50

01-Spay/Neuter for Hoarding Dogs-3/20-3/30/23	04/28/2023	2,615.00
Account 53130 - Medical Totals	1	\$2,615.00
Program 400101 - Animal Medical Services Totals	1	\$2,615.00

Program **400102 - Animal Supplies**
 Account **52210 - Institutional Supplies**
 4666 - Zoetis, INC

01-Dog Vaccines , cat vaccines, Apoquel tabs	04/28/2023	1,000.00
Account 52210 - Institutional Supplies Totals	1	\$1,000.00
Program 400102 - Animal Supplies Totals	1	\$1,000.00
Department 06 - Controller's Office Totals	2	\$3,615.00
Fund 103 - Restricted Donations(ord 05-17) Totals	2	\$3,615.00

Fund **153 - LIT – Economic Development**
 Department **12 - Human Resources**
 Program **120000 - Main**
 Account **53990 - Other Services and Charges**
 585 - Bloomington Public Transportation Corporation

12-City Pass Program January-March 2023	04/28/2023	142.50
Account 53990 - Other Services and Charges Totals	1	\$142.50
Program 120000 - Main Totals	1	\$142.50
Department 12 - Human Resources Totals	1	\$142.50

Department **19 - Facilities Maintenance**
 Program **190000 - Main**
 Account **53990 - Other Services and Charges**
 421 - Centerstone Of Indiana, INC

02-Brighten B-Town Program-March 2023	BC 202321	04/28/2023	36,101.89
Account 53990 - Other Services and Charges Totals	1		\$36,101.89
Program 190000 - Main Totals	1		\$36,101.89
Department 19 - Facilities Maintenance Totals	1		\$36,101.89
Fund 153 - LIT – Economic Development Totals	2		\$36,244.39

Fund **312 - Community Services**
 Department **09 - CFRD**
 Program **090003 - Com Serv - Status of Women**
 Account **53990 - Other Services and Charges**
 8633 - Manon Bullock (Manon Voice)

09-Keynote Speech-Women's History Month Luncheon 2023	04/28/2023	1,500.00
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Account 53990 - Other Services and Charges Totals	1	<u>\$1,500.00</u>
Program 090003 - Com Serv - Status of Women Totals	1	<u>\$1,500.00</u>
Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charges 8660 - Judah L Stoffman	09-2nd Place Middle School Winner-BHM Essay Contest 2023	04/28/2023 150.00
	Account 53990 - Other Services and Charges Totals	1 <u>\$150.00</u>
	Program 090016 - Com Serv - Safe & Civil Totals	1 <u>\$150.00</u>
Program 090018 - CBVN Account 52420 - Other Supplies 11693 - The Award Center, INC 11693 - The Award Center, INC	09-8 Engraved Acrylic Awards for Be More Awards 2023	04/28/2023 512.00
	09-Re-do of Kierstin Thummel Be More Award-Misspelling	04/28/2023 44.00
	Account 52420 - Other Supplies Totals	2 <u>\$556.00</u>
Account 53990 - Other Services and Charges 5153 - Ross E Eiler 976 - Kevin MacDowell	09-Piano Playing for Be More Awards 2023-4/13/23	04/28/2023 50.00
	09-Piano Playing for Be More Awards 2023-4/13/23	04/28/2023 50.00
	Account 53990 - Other Services and Charges Totals	2 <u>\$100.00</u>
	Program 090018 - CBVN Totals	4 <u>\$656.00</u>
Program G23003 - 2023 MLK Remembrance Account 42120 - Grants - Federal 1585 - Bethel A.M.E Church, Inc 8500 - Chef Lee - In Your Home LLC 2699 - Second Baptist Church, INC	09-MLK Jr. Remembrance Week Programming Honorarium	04/28/2023 100.00
	09-Chef Lee Catering for MCHC Event-Remembrance Week-4/7/23	04/28/2023 977.44
	09-MLK Jr. Remembrance Week Programming Honorarium	04/28/2023 100.00
	Account 42120 - Grants - Federal Totals	3 <u>\$1,177.44</u>
	Program G23003 - 2023 MLK Remembrance Totals	3 <u>\$1,177.44</u>
	Department 09 - CFRD Totals	9 <u>\$3,483.44</u>
	Fund 312 - Community Services Totals	9 <u>\$3,483.44</u>
Fund 401 - Non-Reverting Telecom (S1146) Department 25 - Telecommunications Program 254000 - Infrastructure Account 52420 - Other Supplies 8658 - Kleindorfer's Hardware LLC	25 - 2 50' CAT5 Cables	04/28/2023 39.98
	Account 52420 - Other Supplies Totals	1 <u>\$39.98</u>
Account 53640 - Hardware and Software Maintenance 902 - Indiana Underground Plant Protection Service, INC 13482 - Northern Lights Locating & Inspection, INC	25 - 811 Line Location Services Feb 2023	04/28/2023 245.10
	25 - BDU Line Locates March 2023	04/28/2023 2,500.00



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Program **256000 - Services**
 Account **53150 - Communications Contract**
 203 - INDIANA UNIVERSITY

Account 53640 - Hardware and Software Maintenance Totals	2	\$2,745.10
Program 254000 - Infrastructure Totals	3	\$2,785.08

25 - IU Fire Station Dark Fiber Service March 2023	04/28/2023	65.00
Account 53150 - Communications Contract Totals	1	\$65.00
Program 256000 - Services Totals	1	\$65.00
Department 25 - Telecommunications Totals	4	\$2,850.08
Fund 401 - Non-Reverting Telecom (S1146) Totals	4	\$2,850.08

Fund **405 - Non-Reverting Improve I(S0113)**
 Department **06 - Controller's Office**
 Program **060000 - Main**
 Account **53120 - Special Legal Services**
 19660 - Bose McKinney & Evans, LLP
 7855 - Veritext LLC

10-legal services federally funded project-4/6/23	04/28/2023	3,000.00
10-transcript fire dept employee matter-3/24/23	04/28/2023	413.25
Account 53120 - Special Legal Services Totals	2	\$3,413.25
Program 060000 - Main Totals	2	\$3,413.25
Department 06 - Controller's Office Totals	2	\$3,413.25
Fund 405 - Non-Reverting Improve I(S0113) Totals	2	\$3,413.25

Fund **450 - Local Road and Street(S0706)**
 Department **20 - Street**
 Program **200000 - Main**
 Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Two signals-11th & Walnut St-on CBU's acct in error-2/8-3/17	04/19/2023	93.11
223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 03/01/23-03/30/23	04/19/2023	55.29
223 - Duke Energy	02-308 N Roger-crosswalk-elec chgs 02/25/23-03/28/23	04/19/2023	11.41
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chgs 02/28/23-03/29/23	04/19/2023	113.81
223 - Duke Energy	02 - 17th & Dunn - elec charges for 03/04/23 to 04/03/23	04/19/2023	43.70
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 03/04/23-04/03/23	04/19/2023	17.64
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 02/23/23-03/24/23	04/19/2023	57.64
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 02/25/23-03/28/23	04/19/2023	23.82
223 - Duke Energy	02 - 3rd & Indiana signal- elec charges for 03/04/23-04/03/23	04/19/2023	38.96
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 02/23/23-03/24/23	04/19/2023	29.74
223 - Duke Energy	02-W 3rd & N Rogers-elec. chgs 02/25/23-03/28/23	04/19/2023	6.64
223 - Duke Energy	02-Henderson St Pathway-elec chgs 02/28/23-03/29/23	04/19/2023	58.43



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223 - Duke Energy	02-Tapp & Deborah-signal chgs 03/03/23-04/01/23	04/19/2023	46.60
223 - Duke Energy	02-Trailview Subdivision-elec. chgs 02/28/23-03/29/23	04/19/2023	52.24
223 - Duke Energy	02- Int. of W Allen & S Madison-elec chgs 02/25-03/28/23	04/19/2023	12.19
223 - Duke Energy	02- Int. of 14th & walnut-elec chgs 03/09/23-04/06/23	04/19/2023	44.69
223 - Duke Energy	02-Street Light Summary (inc. Showers West)-1/28-2/27/23	04/19/2023	43,044.17
	Account 53520 - Street Lights / Traffic Signals Totals	17	<u>\$43,750.08</u>
	Program 200000 - Main Totals	17	<u>\$43,750.08</u>
	Department 20 - Street Totals	17	<u>\$43,750.08</u>
	Fund 450 - Local Road and Street(S0706) Totals	17	<u>\$43,750.08</u>
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	04/28/2023	105.35
313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	04/28/2023	58.58
	Account 52210 - Institutional Supplies Totals	2	<u>\$163.93</u>
Account 52240 - Fuel and Oil			
7854 - Premier AG CO-OP, INC (Premier Energy)	20-Heater Oil #1 Dyed for Hot Box/Patching	04/28/2023	1,271.74
	Account 52240 - Fuel and Oil Totals	1	<u>\$1,271.74</u>
Account 52340 - Other Repairs and Maintenance			
4186 - Carrier & Gable, INC	20-LED 16' Ped Inserts for traffic signals	04/28/2023	1,600.00
4519 - Osburn Associates, INC	20-Sign materials (W1-6, W11-2, blanks & hex tap bolt)	04/28/2023	584.10
	Account 52340 - Other Repairs and Maintenance Totals	2	<u>\$2,184.10</u>
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20-Signal crew-paint stick	04/28/2023	42.99
409 - Black Lumber Co. INC	20-crack sealing supply-driveway brush w/handle	04/28/2023	19.98
409 - Black Lumber Co. INC	20-zip ties, drive ratchet signal truck	04/28/2023	29.98
786 - Richard's Small Engine, INC	20-Batteries for chainsaws/tree crew	04/28/2023	519.97
	Account 52420 - Other Supplies Totals	4	<u>\$612.92</u>
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Two-way Radio Services for Vehicles April 2023	04/28/2023	2,321.25
	Account 53150 - Communications Contract Totals	1	<u>\$2,321.25</u>
Account 53160 - Instruction			
7455 - TriTech Software Systems	20-Registration-Engage 2023 Event (Street Admin) 6/4-6/7/23	04/28/2023	3,396.00



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Account 53250 - Pagers

332 - Indiana Paging Network, INC

20-Monthly Service for Pagers (Snow Control) May 2023 04/28/2023 86.14

Account **53250 - Pagers** Totals 1 \$86.14

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities

20-Street Dept-water/sewer bill-March 2023 04/19/2023 286.59

208 - City Of Bloomington Utilities

20-Street Dept-fire hydrant-water/sewer bill-March 2023 04/19/2023 44.47

Account **53530 - Water and Sewer** Totals 2 \$331.06

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-Feb 2023 management fee 04/19/2023 433.40

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-March 2023 management fee 04/19/2023 246.13

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

16-Sanitation-gas bill 03/02/23-04/04/23 04/19/2023 186.36

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Street Dept-gas bill 03/06/23-04/06/23 04/19/2023 153.58

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Traffic bldg-gas bill 03/06/23-04/06/23 04/19/2023 109.19

Account **53540 - Natural Gas** Totals 5 \$1,128.66

Account 53630 - Machinery and Equipment Repairs

6262 - Koenig Equipment, INC

20-Chainsaw service repair for tree crew 04/28/2023 252.86

Account **53630 - Machinery and Equipment Repairs** Totals 1 \$252.86

Account 53730 - Machinery and Equipment Rental

351 - Young Trucking, INC

20-Hauling Services-Sweeper & Paver to Indy-3/8/23 04/28/2023 812.50

Account **53730 - Machinery and Equipment Rental** Totals 1 \$812.50

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-4/5/23 04/28/2023 7.67

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-4/5/23 04/28/2023 34.28

19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-4/12/23 04/28/2023 7.46

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-4/12/23 04/28/2023 34.28

Account **53920 - Laundry and Other Sanitation Services** Totals 4 \$83.69

Account 53990 - Other Services and Charges

902 - Indiana Underground Plant Protection Service, INC

20-Line Locate Services for 2023 March 04/28/2023 894.90

20275 - The Travelers Indemnity

20-Claim #FRW0399-claimant Fuson-4/5/2021 04/28/2023 5,000.00

19444 - Jeffery D Todd (Todd Septic Tank Service)

20-pump saltwater collection tanks-3/20/23 04/28/2023 200.00

1420 - Richard Trinkle (Trinkle SnowPlowing LLC)

20-Walk Path Snow Removal Services-12/23/22-1/25/23 BC 2022-104 04/28/2023 360.00

Account **53990 - Other Services and Charges** Totals 4 \$6,454.90

Program **200000 - Main** Totals 29 \$19,099.75



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	Department 20 - Street Totals	29	<u>\$19,099.75</u>
	Fund 451 - Motor Vehicle Highway(S0708) Totals	29	<u>\$19,099.75</u>
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 53510 - Electrical Services			
223 - Duke Energy	26-4th St Garage-105 W 4th -elec chgs 02/25/23-03/28/23	04/19/2023	1,996.05
223 - Duke Energy	26-Trades Garage-489 W. 10th-elec chgs 02/21/23-3/21/23	04/19/2023	1,642.18
	Account 53510 - Electrical Services Totals	2	<u>\$3,638.23</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-March 2023	04/19/2023	57.36
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill- March 2023	04/19/2023	155.87
	Account 53530 - Water and Sewer Totals	2	<u>\$213.23</u>
Account 53610 - Building Repairs			
393 - Kone INC	26-Morton St Garage-SA Replaced governor safety assembly BC 2023-04	04/28/2023	15,965.00
321 - Harrell Fish, INC (HFI)	26-SA 4th St-Replace POU Water Heater with New Tank Type Heater BC 2022-116	04/28/2023	6,400.00
7918 - R & L Restoration LLC (Servpro)	26 - Remediation of water damage/plumbing vent leak	04/28/2023	1,481.81
4483 - City Lawn Corporation	26-SA Mowing @ 4th & Washington 3.29.23 BC 2022-91	04/28/2023	30.00
	Account 53610 - Building Repairs Totals	4	<u>\$23,876.81</u>
	Program 260000 - Main Totals	8	<u>\$27,728.27</u>
	Department 26 - Parking Totals	8	<u>\$27,728.27</u>
	Fund 452 - Parking Facilities(S9502) Totals	8	<u>\$27,728.27</u>
Fund 454 - Alternative Transport(S6301)			
Department 26 - Parking			
Program 260000 - Main			
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-15 - I Phone cases for Parking Officers phones/handhelds	04/28/2023	37.98
	Account 52420 - Other Supplies Totals	1	<u>\$37.98</u>
Account 53310 - Printing			
4524 - Paper Solutions, INC (Partek Solutions)	26-ticket stock	04/28/2023	548.23
	Account 53310 - Printing Totals	1	<u>\$548.23</u>
Account 53990 - Other Services and Charges			
204 - State Of Indiana	26-BMV Lookups for towing	04/28/2023	7.50
	Account 53990 - Other Services and Charges Totals	1	<u>\$7.50</u>
	Program 260000 - Main Totals	3	<u>\$593.71</u>



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	Department 26 - Parking Totals	3	\$593.71
	Fund 454 - Alternative Transport(S6301) Totals	3	\$593.71
Fund 455 - Parking Meter Fund(S2141)			
Department 26 - Parking			
Program 260000 - Main			
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	26-cable ties for special events	04/28/2023	141.61
4264 - IPS Group, INC	26-out of warranty clock repairs -9/28/22	04/28/2023	150.00
4264 - IPS Group, INC	26-meter parts, kiosk card readers-10/31/22	04/28/2023	765.84
6688 - SSW Enterprises, LLC (Office Pride)	26-4th st garage cleaning service-4/1/23	04/28/2023	487.00
	Account 52340 - Other Repairs and Maintenance Totals	4	\$1,544.45
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-Desk calendar	04/28/2023	29.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-I Phone case and screen protector for 1 phone	04/28/2023	19.74
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-15 - I Phone cases for Parking Officers phones/handhelds	04/28/2023	246.87
	Account 52420 - Other Supplies Totals	3	\$296.60
Account 52430 - Uniforms and Tools			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-Cutting tool and blades for water barricade repairs	04/28/2023	107.91
	Account 52430 - Uniforms and Tools Totals	1	\$107.91
Account 53150 - Communications Contract			
4264 - IPS Group, INC	26-bank fees and communications fees March 2023	04/28/2023	9,131.25
	Account 53150 - Communications Contract Totals	1	\$9,131.25
Account 53310 - Printing			
4524 - Paper Solutions, INC (Partek Solutions)	26-ticket stock	04/28/2023	2,466.99
	Account 53310 - Printing Totals	1	\$2,466.99
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	26-ROVR returns-March 2023	04/28/2023	2,158.65
	Account 53640 - Hardware and Software Maintenance Totals	1	\$2,158.65
Account 53830 - Bank Charges			
4264 - IPS Group, INC	26-bank fees and communications fees March 2023	04/28/2023	5,290.48
	Account 53830 - Bank Charges Totals	1	\$5,290.48
Account 53990 - Other Services and Charges			
204 - State Of Indiana	26-BMV Lookups for towing	04/28/2023	7.50
	Account 53990 - Other Services and Charges Totals	1	\$7.50
	Program 260000 - Main Totals	13	\$21,003.83



Board of Public Works Claim Register

Invoice Date Range 04/15/23 - 04/28/23

	Department 26 - Parking Totals	13	\$21,003.83
	Fund 455 - Parking Meter Fund(S2141) Totals	13	\$21,003.83
Fund 456 - MVH Restricted			
Department 20 - Street			
Program 200000 - Main			
Account 53990 - Other Services and Charges			
6611 - Precision Concrete, INC	20-2023 Sidewalk Grinding Services Contract-3/20/23	BC 2023-07	04/28/2023 14,369.25
6611 - Precision Concrete, INC	20-2023 Sidewalk Grinding Services Contract-3/24/23	BC 2023-07	04/28/2023 59,027.37
6611 - Precision Concrete, INC	20-2023 Sidewalk Grinding Services Contract-3/31/23	BC 2023-07	04/28/2023 26,603.38
	Account 53990 - Other Services and Charges Totals	3	\$100,000.00
	Program 200000 - Main Totals	3	\$100,000.00
	Department 20 - Street Totals	3	\$100,000.00
	Fund 456 - MVH Restricted Totals	3	\$100,000.00
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
5149 - E&B Paving, INC	20-Asphalt for patching 9.29 tons-3/28-3/30/23	BC 2023-09A	04/28/2023 552.76
334 - Irving Materials, INC	20-Concrete Materials class A stone-3805 E. Tamarron	BC 2023-09B	04/28/2023 717.00
334 - Irving Materials, INC	20-Concrete Materials Class A stone-555 S Adams	BC 2023-09B	04/28/2023 839.50
334 - Irving Materials, INC	20-Concrete Materials class A stone-1981 S Henderson (ST)	BC 2023-09B	04/28/2023 1,028.00
	Account 52330 - Street , Alley, and Sewer Material Totals	4	\$3,137.26
	Program 020000 - Main Totals	4	\$3,137.26
	Department 02 - Public Works Totals	4	\$3,137.26
	Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals	4	\$3,137.26
Fund 601 - Cumulative Capital Devlp(S2391)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52420 - Other Supplies			
19681 - Southeastern Equipment Co, INC	20-Skirts for milling machine repairs		04/28/2023 11,680.09
	Account 52420 - Other Supplies Totals	1	\$11,680.09
	Program 020000 - Main Totals	1	\$11,680.09
	Department 02 - Public Works Totals	1	\$11,680.09
	Fund 601 - Cumulative Capital Devlp(S2391) Totals	1	\$11,680.09
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			



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Program 160000 - Main

Account 52420 - Other Supplies

455 - Industrial Service & Supply, INC

4574 - John Deere Financial f.s.b. (Rural King)

8658 - Kleindorfer's Hardware LLC

16-coupling for cart washer	04/28/2023	13.59
16-Oil dry leak, 2 brooms, microfiber cloth ,scoop shove;	04/28/2023	289.62
16-chain for cart washer	04/28/2023	6.72
Account 52420 - Other Supplies Totals	3	<u>\$309.93</u>

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)

16-replacement battery for handheld	04/28/2023	166.34
16-Wireless Radio Service for April 2023	04/28/2023	572.05
Account 53150 - Communications Contract Totals	2	<u>\$738.39</u>

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	04/19/2023	300.27
06-City Fac.-Natural Gas Commodity-March 2023 management fee	04/19/2023	173.95
Account 53540 - Natural Gas Totals	2	<u>\$474.22</u>

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)

392 - Koorsen Fire & Security, INC

16-SA Backflow Prevention device repaired	BC 2022-116	04/28/2023	800.28
16-Quarterly Fire Alarm Monitoring 4/1-6/30/23	BC 2022-92	04/28/2023	101.79
Account 53610 - Building Repairs Totals	2		<u>\$902.07</u>

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

19171 - Aramark Uniform & Career Apparel Group, INC

16-Laundry Services - 4-5-2023	04/28/2023	4.62
16-Mat Services - 04/05/2023	04/28/2023	23.26
16-Laundry Services - 4-12-2023	04/28/2023	4.62
16-Mat Services - 04/12/2023	04/28/2023	23.26
Account 53920 - Laundry and Other Sanitation Services Totals	4	<u>\$55.76</u>

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140

52226 - Hoosier Transfer Station-3140

16-recycling fees-03/15-03/30/23	04/28/2023	2,790.21
16-trash disposal fee-03/16-03/30/23	04/28/2023	15,352.62
Account 53950 - Landfill Totals	2	<u>\$18,142.83</u>

Program **160000 - Main** Totals 15 \$20,623.20

Department **16 - Sanitation** Totals 15 \$20,623.20

Fund **730 - Solid Waste (S6401)** Totals 15 \$20,623.20

Fund 800 - Risk Management(S0203)

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**



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8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes B. McClintic 9D-3/29/23	04/28/2023	100.00
	Account 52430 - Uniforms and Tools Totals	1	<u>\$100.00</u>
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Workers Comp Payment 04.06-04.12-23	04/17/2023	15,340.35
	Account 53420 - Worker's Comp & Risk Totals	1	<u>\$15,340.35</u>
	Program 100000 - Main Totals	2	<u>\$15,440.35</u>
	Department 10 - Legal Totals	2	<u>\$15,440.35</u>
	Fund 800 - Risk Management(S0203) Totals	2	<u>\$15,440.35</u>
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	12-Monthly fee for health clinic support-April 2023	04/28/2023	2,600.00
	Account 53990 - Other Services and Charges Totals	1	<u>\$2,600.00</u>
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$189.75	04/18/2023	189.75
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$3106.04	04/20/2023	3,106.04
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	2	<u>\$3,295.79</u>
	Program 120000 - Main Totals	3	<u>\$5,895.79</u>
	Department 12 - Human Resources Totals	3	<u>\$5,895.79</u>
	Fund 801 - Health Insurance Trust Totals	3	<u>\$5,895.79</u>
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	17 - mouse pads & paper holder	04/28/2023	6.66
	Account 52110 - Office Supplies Totals	1	<u>\$6.66</u>
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17 -4-ST225/75R15 E radial Trail HD tires + tire fees	04/28/2023	871.99
50605 - Bauer Built, INC	17 -1 kiene wheel grabber includes steel & alum pulling chains	04/28/2023	2,709.67
4693 - Monroe County Tire & Supply, INC	17 - (2) UN203 10 ply blk ST235/80R16 & Indiana tire fee	04/28/2023	260.50
4693 - Monroe County Tire & Supply, INC	17-LT245/75R17 Firestone transforce AT2 (2) tires&Ind. tire fee	04/28/2023	297.76
4693 - Monroe County Tire & Supply, INC	17 - P225/50R17 Firestone All season Tires (4)	04/28/2023	513.20
4693 - Monroe County Tire & Supply, INC	17 -(4) Un-Allsteel ST 14ply ST235/85/16 tires for 898	04/28/2023	761.00
5531 - Pomp's Tire Service, INC	17 - tires for police cars	04/28/2023	7,037.44



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Account 52230 - Garage and Motor Supplies Totals		7	\$12,451.56
Account 52240 - Fuel and Oil			
613 - Hoosier Penn Oil Company, INC	17 - HP Group II AW 46 oil for stock	04/28/2023	1,791.99
613 - Hoosier Penn Oil Company, INC	17 - HP FS CK4 5W40 oil for stock	04/28/2023	3,865.62
612 - Petroleum Traders Corporation	17 - unleaded fuel-8,006 gallons-3/23/23	04/28/2023	26,020.62
7854 - Premier AG CO-OP, INC (Premier Energy)	17-fuel-B5 PDX4 Clear on Road (7,279 gallons)-4/12/23	04/28/2023	25,702.88
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Unleaded Fuel-8,056 gallons-4/5/23	04/28/2023	29,526.85
Account 52240 - Fuel and Oil Totals		5	\$86,907.96
Account 52320 - Motor Vehicle Repair			
4150 - Alexander's LLC	17 - 585- grease seal	04/28/2023	24.00
941 - Central Indiana Truck Equipment Corporation	17-clean out tools, expandable pole 6-12', straping tool attach	04/28/2023	1,024.96
594 - Curry Auto Center, INC	17 - n-housing & SL-N-seal	04/28/2023	75.31
4046 - Heritage-Crystal Clean, INC	17 - stock antifreeze	04/28/2023	500.45
11672 - Jack Doheny Companies, INC	17 - Wiper arm & 24in wiper blade for stock	04/28/2023	271.31
11672 - Jack Doheny Companies, INC	17 - Chevron 157.0in belt	04/28/2023	2,689.62
11672 - Jack Doheny Companies, INC	17 - 468 repairs preformed at Doheny	04/28/2023	2,327.28
4439 - JX Enterprises, INC	17 - Twelve point Cap	04/28/2023	45.97
4439 - JX Enterprises, INC	17 - Exhaust manifold, Oring seal and internal seal	04/28/2023	48.31
4439 - JX Enterprises, INC	17 - credit for returned (3) Washer-sealing, stud, hex screw	04/28/2023	(73.02)
4439 - JX Enterprises, INC	17 - CElect 98M Injector, Core charge, valve cover gasket	04/28/2023	1,110.33
4439 - JX Enterprises, INC	17 - exhaust manifold and various gaskets and parts-vehicle 950	04/28/2023	1,733.43
4439 - JX Enterprises, INC	17 - Driveline - Center support Bearing for 425	04/28/2023	127.99
53385 - O'Reilly Automotive Stores, INC	17 - Oil filter for stock	04/28/2023	17.60
53385 - O'Reilly Automotive Stores, INC	17 - LD Air filter	04/28/2023	18.71
53385 - O'Reilly Automotive Stores, INC	17 - (6) QT motorcycle oil	04/28/2023	71.94
786 - Richard's Small Engine, INC	17 - 6" fan blade, belts, grease cap, discharge chute	04/28/2023	336.54
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for various vehicles-March 2023	04/28/2023	20,976.23
54351 - Sternberg, INC	17 - (2) Fleetrite slack adjuster	04/28/2023	188.44
54351 - Sternberg, INC	17 - Ejay manifold, o ring seal, exhaust seal + freight	04/28/2023	292.62
2096 - West Side Tractor Sales CO.	17 - Oil filter, dust seal and air filter	04/28/2023	55.09
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - oil filter & Air filter	04/28/2023	31.17
Account 52320 - Motor Vehicle Repair Totals		22	\$31,894.28
Account 52420 - Other Supplies			



Board of Public Works Claim Register

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409 - Black Lumber Co. INC	17 -9" 8t caride steel demon 3pk,6" 8t diablo steel demon blades	04/28/2023	109.97
313 - Fastenal Company	17 - 24 pk of gloves	04/28/2023	144.00
177 - Indiana Oxygen Company, INC	17 - gases for torches	04/28/2023	289.23
8181 - Lawson Products, INC	17 - torque Hose Clamps	04/28/2023	216.64
8181 - Lawson Products, INC	17 - various parts for shop, fuses, battery cables, screws, etc	04/28/2023	812.22
54351 - Sternberg, INC	17-Annual Billing for Navistar OnCommand Services Inf0	04/28/2023	1,200.00
6216 - Terminal Supply, INC	17 - Modified sine wave inverter	04/28/2023	892.80
Account 52420 - Other Supplies Totals		7	<u>\$3,664.86</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-March 2023	04/19/2023	676.22
Account 53530 - Water and Sewer Totals		1	<u>\$676.22</u>
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-Feb 2023 management fee	04/19/2023	486.07
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-March 2023 management fee	04/19/2023	282.73
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 03/06/23-04/06/23	04/19/2023	302.36
Account 53540 - Natural Gas Totals		3	<u>\$1,071.16</u>
Account 53620 - Motor Repairs			
4044 - Industrial Hydraulics, INC	17 - #474 cylinder repair	04/28/2023	1,173.95
11672 - Jack Doheny Companies, INC	17 - 468 repairs preformed at doheny	04/28/2023	292.25
11672 - Jack Doheny Companies, INC	17 - 468 repairs preformed at Doheny	04/28/2023	5,671.50
4474 - Ken's Westside Service & Towing, LLC	17 - tow for BPD GMC pickup-4/7/23	04/28/2023	75.00
4474 - Ken's Westside Service & Towing, LLC	17-tow-2019 Dodge Charger-3/10/23	04/28/2023	100.00
Account 53620 - Motor Repairs Totals		5	<u>\$7,312.70</u>
Account 53650 - Other Repairs			
4046 - Heritage-Crystal Clean, INC	17 - cleaning of the drain pits	04/28/2023	1,804.46
4046 - Heritage-Crystal Clean, INC	17 - cleaning of the drain pits	04/28/2023	5,767.67
Account 53650 - Other Repairs Totals		2	<u>\$7,572.13</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat & towel rentals - 3/22/2023	04/28/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 3/22/2023	04/28/2023	20.34
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels - 3/29/2023	04/28/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat rentals and towels - 4/5/2023	04/28/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion of uniform rentals - 4/5/2023	04/28/2023	20.12



Board of Public Works Claim Register

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19171 - Aramark Uniform & Career Apparel Group, INC

17 - City portion of uniform rentals - 3/29/2023

04/28/2023 18.22

Account **53920 - Laundry and Other Sanitation Services** Totals

6 \$290.76

Program **170000 - Main** Totals

59 \$151,848.29

Department **17 - Fleet Maintenance** Totals

59 \$151,848.29

Fund **802 - Fleet Maintenance(\$9500)** Totals

59 \$151,848.29

Fund 804 - Insurance Voluntary Trust

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC 12-City/Util URM

04/17/2023 844.39

17785 - The Howard E. Nyhart Company, INC 12-City URM

04/17/2023 95.00

17785 - The Howard E. Nyhart Company, INC 12-City URM

04/18/2023 40.64

17785 - The Howard E. Nyhart Company, INC 12-City URM

04/19/2023 29.00

17785 - The Howard E. Nyhart Company, INC 12-City URM

04/20/2023 80.00

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

5 \$1,089.03

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC 12-City/Util URM

04/17/2023 3.96

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals

1 \$3.96

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC 12-Nyhart HSA Employee Contribution 4-21-2023

23,640.81

Account **53990.1283 - Other Services and Charges Health Savings Account** Totals

1 \$23,640.81

Program **120000 - Main** Totals

7 \$24,733.80

Department **12 - Human Resources** Totals

7 \$24,733.80

Fund **804 - Insurance Voluntary Trust** Totals

7 \$24,733.80

297 \$694,719.08

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/28/23	Claims				\$694,719.08
					<u>\$694,719.08</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$694,719.08

Dated this _____ day of _____ year of 20_____.

Kyla Cox Deckard, President

Elizabeth Karon, Vice-Presidet

Jennifer Lloyd, Secretary

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____